



Request for Proposals For

**Low-Income Home
Energy Assistance Program ("LIHEAP")
Service Territory:
Wayne, Fayette, and Union Counties**

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Indianapolis, IN 46204
317-232-7777
<http://www.in.gov/ihcda/>

Issue Date: April 9, 2015
Response Deadline: May 4, 2015
Program Year: October 1-September 30

Questions regarding this Request for Proposals may be directed to:
Lynell Westbrook, Community Programs Manager
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Part 1: Scope of this Request

Purpose of this Request for Proposal (RFP)

The Indiana Housing and Community Development Authority seeks to contract with a community-based nonprofit organization to provide program management services for the Wayne, Fayette, and Union County service territories for the Low Income Home Energy Assistance Program and the Indiana Home Energy Assistance Program, as detailed in the Scope of Services section of this RFP.

About the Indiana Housing and Community Development Authority

Mission Statement:

The Indiana Housing and Community Development Authority (“IHCD”) creates housing opportunities, generates and preserves assets, and revitalizes neighborhoods by facilitating the collaboration of multiple stakeholders, investing financial and technical resources in development efforts, and helping build capacity of qualified partners throughout Indiana.

Vision

At IHCD, we believe that growing Indiana's economy starts at home. Everyone can agree that all Hoosiers should have the opportunity to live in safe, affordable, good-quality housing in economically stable communities. That's the heart of IHCD's mission. Our charge is to help communities build upon their assets to create places with ready access to opportunities, goods, and services. We also promote, finance, and support a broad range of housing solutions, from temporary shelters to homeownership.

IHCD's work is done in partnership with developers, lenders, investors, and nonprofit organizations that use our financing to serve low and moderate income Hoosiers. We leverage government and private funds to invest in financially sound, well-designed projects that will benefit communities for many years to come. And our investments bear outstanding returns. The activities that we finance help families become more stable, put down roots, and climb the economic ladder. In turn, communities grow and prosper, broadening their tax base, creating new jobs, and maximizing local resources. IHCD's work is truly a vehicle for economic growth, and it all starts at home.

History of IHCD

IHCD was created in 1978 by the Indiana General Assembly and is a quasi-public financially self-sufficient statewide government agency. IHCD's programs are successful in large part because of the growing network of partnerships IHCD has established with local, state, and federal governments, for-profit businesses and not-for-profit organizations. For-profit partners include investment banks, mortgage lenders, commercial banks, corporate investment managers and syndicators, apartment developers, investors, homebuilders, and realtors. Not-for-profit partners

include community development corporations, community action agencies, and not-for-profit developers.

Community Programs Department Overview

In 2007, the Governor of the State of Indiana, Mitchell E. Daniels, Jr., designated IHCD as the lead agency for the purpose of carrying out State activities for the Community Services Block Grant (“CSBG”) funded through the U.S. Department of Health and Human Services (“HHS”); Weatherization (“Wx”) funded through the U.S. Department of Energy (“DOE”); and the Low Income Energy Assistance Program (“LIHEAP”) funded through HHS. IHCD created the Department of Energy Programs in 2011 and was tasked with overseeing the allocation, implementation and monitoring of the energy programs and CSBG. In 2013, the programs were transferred to the Community Programs Department, which also encompasses the Individual Development Account Program, the Neighborhood Assistance Program, the Housing Choice Voucher Program, and Homelessness Prevention Initiatives.

History of LIHEAP and State EAP

In 1980, the United States Congress created LIEAP as part of the Crude Oil Windfall Profits Tax Act as a response to rising energy costs in the previous decade. With the passage of the Omnibus Reconciliation Act of 1981, LIEAP was replaced with LIHEAP. Later, the Human Services Reauthorization Act of 1984 made additional funds available to support cooling costs for low income households.

In 2012, the Indiana State Legislature enacted House Enrolled Act No. 1141 (“HEA 1141”), which was passed by the General Assembly of the State of Indiana, and created the new Indiana Home Energy Assistance Program, or “State EAP.” The State EAP Program is funded by the Mortgage Foreclosure Multistate Settlement fund. This program will provide home energy assistance to homeowners.

Funding and Program Overview

Funding for these services will come from LIHEAP, which is funded through HHS via its Office of Community Services, Division of Energy Assistance and the Mortgage Foreclosure Multistate Settlement fund pursuant to HEA 1141. In 2014, Indiana received approximately \$70,000,000 in LIHEAP funding and \$3.2 million for State EAP, with which the state served over 130,000 households. Combined Wayne, Fayette, and Union counties comprised approximately 4% of the state’s total households served.

This RFP is intended to identify potential partners (community based nonprofit organizations) who can administer LIHEAP on IHCD’s behalf in the service territory including Wayne, Fayette, and Union counties. Administration of LIHEAP in this service territory would include:

- Coordinating community resources,
- Providing effective customer service,
- Centralizing the client intake process,
- Implementing a county-wide scheduling process for clients to engage services,

- Ensuring appointment availability for clients in need of immediate (crisis) assistance,
- Provide timely and accurate responses to customer service inquiries,
- Engaging community resources to “bundle” services for at-risk and other client households.

Respondents may propose to serve one, two, or three counties in the service area, but may not apply to serve a partial county.

Scope of Services

If awarded through this RFP, the Respondent will, in consultation with IHCD, be required to perform the following duties:

- A. Conduct outreach activities and provide assistance to low income households in meeting their energy costs, particularly those with the lowest incomes that pay a high proportion of household income for home energy;
- B. Intervene in energy crisis situations;
- C. Plan, develop, and administer LIHEAP and State EAP, including leveraging programs;
- D. Conduct eligibility activities for households with one (1) or more persons and ensure that they are at or below 150 percent of the federal poverty guidelines as well as other eligibility guidelines set by the state of Indiana;
- E. Conduct outreach activities ensuring that eligible households, especially households with elderly or disabled individuals or both, and households with high home energy burdens are made aware of the assistance available as well as other similar energy related assistance;
- F. Provide, in a timely manner, the highest level of assistance to households with the lowest incomes, and/or the highest energy costs in relation to income and family size;
- G. Notify each eligible household of the amount of assistance to be paid on its behalf;
- H. Notify the household if a portion or all of the benefit was revoked due to internal monitoring;
- I. Ensure that homeowners and renters are treated equitably;
- J. Ensure that it has adequate systems for fiscal control and fund accounting for tracking the proper disbursement of funds;
- K. Provide an opportunity for a fair administrative hearing or appeal to individuals whose claims for assistance have been denied or who have not acted with reasonable promptness;
- L. Ensure that the agency conducts accurate and timely data collection and reporting;
- M. Use up to five percent (5%) of the funds to provide services that encourage and enable households to reduce their home energy needs and thereby the need for energy assistance, including needs assessments, counseling, and assistance with energy vendors.

RFP Timeline

April 9, 2015	RFP released to public
May 4, 2015	Respondent must submit proposal to IHCD A for review by 5:00 PM Eastern Standard Time
May 8, 2015	Respondent will be notified of the day and time for the required presentation.
May 11-15, 2015	Respondent presentation must be completed.
May 18, 2015	Tentative selection is made, must be submitted to IHCD A Board of Directors for approval
May 21, 2015	Tentative selection is presented to IHCD A Board of Directors for approval.

Part II: RFP Criteria and Contents

Selection Process

IHCDA will conduct a thorough review of all RFPs received. To be eligible, Respondent must address all items cited under “Minimum Requirements for Eligibility” and “Responsible Respondent Requirements” outlined below.

Selection of a respondent to administer LIHEAP for Wayne, Fayette, and Union counties is entirely at the discretion of IHCDA.

RFP Scoring Criteria

Credentials for Eligible Entities	2	points
Experience in Administering Large-Scale Assistance Programs	10	Points
Previous IHCDA Award Performance	10	Points
Program Management and Staff Development	8	Points
Community Outreach to At-Risk Populations	15	Points
Distribution of Regular and Crisis Assistance	15	Points
Coordination with Local Community Resources	25	Points
Fiscal Accounting and Reporting	15	Points
Internal Controls for Program Integrity	15	Points
Presentation of Coordinated Service Delivery Strategy	10	Points
Total:	125	Points

RFP Required Contents

Respondent must submit documentation in response to the requirements listed in each category heading, summarized below. All of these requirements are described more fully in the following sections.

Format for Submission, Transmission Instructions, and Deadline

Respondent's proposal must be submitted via email. All documents must be submitted in PDF format. Respondent may also provide hard copy by the same deadline, but not in lieu of an electronic copy via email to:

Lynell Westbrook
Community Programs Manager
Indiana Housing and Community Development Authority
lwestbrook@ihcda.in.gov

The deadline for submission is May 4, 2015 at 5:00 PM EST.

Applications that do not contain all of the required forms and documents or are not submitted by the deadline may be determined to be ineligible for consideration.

Respondent Cover Sheet

All responses to this RFP must be accompanied by a Qualifications Coversheet and the Certification of Respondent both located in Appendix C to this RFP.

- Name of Individual, Firm, or Business
- Physical Address
- Mailing Address (if different than physical address)
- Phone Number
- Fax Number (if applicable)
- Web Site URL
- Contact Name
- Contact Title
- Contact Email Address
- Contact Phone
- Contract Signatory Authority
- Contract Signatory Title

Minimum Requirements for Eligibility

Respondents must meet the following minimum requirements to be determined responsive to this RFP:

A. Credentials for Eligible Entities (2 points)

According to LIHEAP Statute 2605(b)(15), outreach and intake functions for providing heating and cooling assistance, including the distribution of crisis assistance, must be administered by state and governmental entities or community based organizations. Such community based organizations may include, but are not limited to:

1. community action agencies,
2. area agencies on aging
3. not for profit neighborhood based organizations

Respondent must demonstrate eligibility by providing a designation by the Governor as a community action agency **or** documentation from the Secretary of State's office and the IRS indicating not-for-profit status.

Respondent must also submit copies of its audited financial statements for the last three (3) years.

B. Experience in Administering Large Scale Assistance Programs (10 points)

Respondent must demonstrate its experience in administering LIHEAP or assistance programs similar to LIHEAP.

The information should demonstrate:

1. Extensive experience in administering a large scale assistance program including a summary of client eligibility processes and procedures it has used for similar assistance programs (5 points)
2. Experience in developing and implementing internal controls to protect program funds from fraud, waste, and abuse by clients and Respondent's staff (5 points)

C. Previous IHCD Award Performance (10 points)

IHCDA will take into consideration the Respondent's past performance under LIHEAP and other IHCDA grants and programs, to determine whether Respondent has a history of complying with the policies, procedures, or directives associated with LIHEAP or other IHCDA programs, which would be indicated by the number of findings and concerns that were noted on IHCDA awards that have closed over the past five (5) years.

Respondent may include any monitoring documentation indicating past performance in other program administered by IHCDA or other federally-funded program, including copies of monitoring reports from other state or federal authorities, if Respondent has not participated in LIHEAP previously.

D. Program Management and Staff Development (8 points)

The Respondent must describe the overall program management and staff development of the program.

Respondent must describe all levels of program management (from executive members to front line staff) within the agency and their roles and responsibilities associated with the program. It is highly recommended that the Respondent demonstrate the estimated percent of time each staff person will spend on LIHEAP, if the program is not the staff person's sole job responsibility. (1 point)

The Respondent should provide a hiring plan that demonstrates the estimated number of seasonal workers that it will hire and how the Respondent will remain fully staffed. (3 points)

The Respondent must also provide its staff development plan that includes training and technical assistance regarding the client eligibility process for new or seasonal staff members as well as a performance management plan for correcting performance issues. The staff development plan must include a training timeline that will ensure all front line staff is trained prior to October 1,

2015. It should also include a process to provide for ongoing monitoring of staff's proper use of processes in order identify and mitigate deficiencies related to staff needing additional training or retraining. (4 points)

E. Community Outreach with At-Risk Populations (15 points)

According to LIHEAP Statute 2605(b)(1) and (b)(3), eligible entities must demonstrate the capacity to ensure that eligible households, specifically households with elderly and disabled individuals,* are made aware of assistance and any other similar energy related assistance available.

The Respondent must describe the marketing and communications strategies for the program. (5 points)

Respondent must coordinate an application process and provide a community outreach strategy for at-risk populations that ensures applicants without access to transportation have multiple avenues to submit an application. Historically, Indiana has conducted community outreach with at risk populations by hosting onsite application days or coordinating mail process for applications. All outreach applications must be processed within sixty (60) days of receipt of the completed application. (5 points)

The Respondent must describe intake activities within the community as well as the mail application process. The plan must detail dates and tentative locations of community based intake activities, a timeline for distributing and completing mail applications including which at risk categories will receive an application, and a process for following up with clients who submit incomplete applications during those intake activities. (5 points)

**Indiana defines "elderly" as age sixty (60) and over. Indiana defines "disabled" as receiving benefit assistance from Social Security Administration or deemed incapacitated from working by a medical professional.*

F. Distribution of Regular and Crisis Assistance (15 Points)

The Respondent is responsible for coordinating an appointment schedule that will ensure that appointments, walk-in requests, and crisis clients receive assistance in a timely fashion. Walk-in requests are requests from clients who request immediate assistance at the agency without a scheduled appointment.

Some households may request assistance due to an energy emergency, or energy crisis. Indiana defines a "crisis" as: 1) service that is scheduled for disconnection, service that is disconnected, or a bulk fuel tank that is out of fuel and, 2) a "life threatening crisis" as an urgent emergency wherein a household is unable to safely reside in their home without active heating or cooling conditions. According to LIHEAP Statute 2604 (c)(1) and (2), eligible entities must mitigate a crisis situation no later than forty-eight (48) hours after the household applies (no later than eighteen (18) hours for a life threatening situation) and provide some form of assistance that will resolve the energy crisis.

Respondent must detail its appointment scheduling process/plan. The plan must detail the estimated number of regular appointments per day and the number of available slots per day for crisis and walk-in requests. The plan must also ensure that energy crises are mitigated according to the guidelines set forth in the LIHEAP Statute.

This plan should include a customer service component for answering incoming calls to set up appointments, providing follow up with clients that have submitted incomplete applications, and responding and answering voicemails within 24-48 hours.

G. Capacity to Coordinate with Local Community Resources/Partners (25 points)

Respondent must demonstrate the capacity to coordinate service delivery with other local community resources in accordance with LIHEAP Statute 2605 (b)(4).

Respondent must demonstrate the capacity to coordinate the following activities with local community resources*:

- Identification of central and satellite intake sites, (2 points)
- Efficient and responsive customer service including posting information on the Respondent's website, providing a phone service that answers and responds to incoming calls and voicemails, timely mail processing, and electronic mail response (6 points)
- County wide outreach and energy education activities (3 points)
- Coordination with local utility vendors and provision of utility funded assistance (3 points)
- Coordination of EAP services with local service providers in surrounding counties/ service territories(3 points)
- Describe local presence and/or physical proximity to the service territory (3 points)

The Respondent must also include letters or memoranda of understandings from all community based organizations that are planning to assist/collaborate with Respondent in administering the EAP program. (5 points)

**Respondent may consider including a map or geographic presentation of service delivery with service providers throughout the county.*

H. Fiscal Accounting and Reporting (15 Points)

According to LIHEAP Statute 2605 (b)(7), the respondent will be responsible for ensuring that:

- participating households are notified about the amount to be paid on their behalf and;
- home energy suppliers will charge the eligible household through its normal billing process;

The Respondent must describe:

- how eligible households will be notified regarding approval or denial of benefits; (2 point)
- how the benefits will be remitted to the home energy suppliers; (1 point)
- how the home energy supplier and Respondent will approve the requests for payment of the benefits; and (1 point)

- how the requests for payments will be remitted to IHCD. (1 point)

In this section, the Respondent must describe all parties and performance standards that will be implemented to ensure timely remittance of payment to eligible households.*

Respondent must demonstrate its ability to maintain fiscal records and coordinate financial accounting for transactions outside of the vendor payment process. These transactions include, but are not limited to, the monthly submission of administrative claims, capacity to accurately estimate the amount of carryover funds, capacity to accurately allocate costs in cost allocation plans, ability to follow procurement procedures, and the ability to document time spent on family development and energy education reporting. (10 points)

** The vendor payment process is outlined in Section 600 of the EAP Program Operations Manual (Appendix B).*

I. Internal Controls for Program Integrity (15 points)

Respondent must outline its integrity plan for LIHEAP or set of internal controls it will use to protect the funds from fraud, waste, and abuse during the client eligibility process. *

Respondent's program integrity plan must at a minimum include the following:

- the verification of social security numbers for household applicants (2 points);
- verification of zero income claimants (2 points);
- verification of utility bills in a household member's name (2 points);
- verification of household income (2 points); and
- verification of at-risk status (elderly or disabled) (2 points)

Respondent must provide an internal monitoring plan. The plan should describe the following (total 5 points):

1. the Respondent's staff members that are responsible for completing the internal monitoring process;
2. a summary of the Respondent's procedures for conducting internal monitoring;
3. Respondent's tentative schedule for conducting internal monitoring before the end of the program year (September 30) and meets the aforementioned performance standards; and
4. a process for notifying clients if a portion or all of their benefits have been revoked. (total 5 points)

**Section 700 of the EAP Program Operations Manual details how each eligible entity must implement those internal controls at the agency level.*

J. Presentation of Coordinated Service Delivery Strategy (10 points)

Respondent will be required to coordinate a presentation that will outline all aforementioned requirements for completing the RFP process. The presentation must describe all of its plans in detail.

The presentation must include

- Respondent's key staff members that will coordinate service delivery,
- a presentation from program partners about their contributions to the process, and
- Respondent's comprehensive service delivery strategy for covering all of the county(ies) that the Respondent desires to provide energy assistance services for pursuant to this RFP, if selected.

Respondent must have program partners and key stakeholders present during the presentation.

Responsible Respondent Requirements:

IHCDA shall not award any contract until the selected respondent has been determined to be responsible. A responsible respondent must:

1. Have adequate financial resources to perform the project, or the ability to obtain them;
2. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all the Respondent's existing commercial and governmental business commitments;
3. Have a satisfactory performance record with IHCDA;
4. Have a satisfactory record of integrity and business ethics;
5. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
6. Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them;
7. Have supplied all requested information;
8. Be legally qualified to contract in the State of Indiana; and
9. Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not be suspended or debarred. If a prospective Respondent is found to be non-responsible, a written determination of non-responsibility shall be prepared and included in the official file for this RFP, and the respondent shall be advised of the reasons for the determination.

Part III: Terms and Conditions

1. State Policies

A. Ethical Compliance:

By submitting a proposal, the Respondent certifies that it shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., Ind. Code § 4-2-7, et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004.

B. Confidentiality of Information:

Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act ("APRA"), IC 5-14-3 et. seq., and the entire response may be viewed and copied by any member of the public.

Respondents claiming a statutory exemption to disclosure under APRA must place all confidential documents (including the requisite number of copies) in a sealed envelope marked "Confidential".

Respondents should be aware that if a public records request is made under APRA, IHCDCA will make an independent determination of confidentiality, and may seek the opinion of the Indiana Public Access Counselor. Prices are not considered confidential information.

C. Taxes, Fees, and Penalties:

By submitting a proposal, Respondent certifies that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana or the United States Treasury. Respondent further warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by either the State or Federal Government pending against it, and agrees that it will immediately notify IHCDCA of any such actions.

D. Conflicts of Interest:

Respondent must disclose any existing or potential conflict of interest relative to the performance of the services resulting from this RFP, including any relationship that might be perceived or represented as a conflict. By submitting a proposal in response to this RFP, Respondent affirms that it has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement.

Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of the Respondent's proposal or immediate termination of any contract awarded pursuant to this RFP. An award will not be made where an actual conflict of interest exists. IHCDCA will determine whether a conflict of interest exists and whether an apparent conflict of interest may reflect negatively on IHCDCA, should IHCDCA select Respondent.

Further, IHCD reserves the right to disqualify Respondent on the grounds of actual or apparent conflict of interest.

E. Appeals:

Respondent may appeal the award of this contract based on alleged violations of the selection process that resulted in discrimination or unfair consideration. The appeal must include the stated reasons for the Respondent's objection to the funding decision, which reasons must be based solely upon evidence supporting one (1) of the following circumstances:

- A. Clear and substantial error or misstated facts which were relied on in making the decision being challenged;
- B. Unfair competition or conflict of interest in the decision-making process;
- C. An illegal, unethical or improper act; or
- D. Other legal basis that may substantially alter the decision.

The appeal must be received within ten (10) business days after the Respondent receives notice of the contract award or the appeal will not be considered. All appeals shall be in writing and submitted to the Compliance Officer, who shall issue a written decision on the matter. The Compliance Officer may, at his/her discretion, suspend the procurement pending resolution of the appeal if the facts presented so warrant. The Respondent will receive written acknowledgement of receipt of the appeal within five (5) business days of its receipt, noting the day the appeal was received. Any appeal regarding the funding decision made by IHCD will be examined and acted upon by the Compliance Officer within thirty (30) days of its receipt.

2. Federal Requirements

Respondent agrees to comply with the following federal regulations:

2 CFR 200 and 2 CFR 300

45 CFR Part 73b – Disbarment and Suspension from Eligibility for Financial Assistance;

45 CFR Part 80 - Nondiscrimination Under Programs Receiving Federal Assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964;

45 CFR Part 80 and Title VI of the Civil Rights Act of 1964 - Measures to ensure that services and programs are accessible to persons with limited English proficiency;

45 CFR Part 84 - Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance;

45 CFR Part 86 – Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving or Benefiting from Federal Financial Assistance;

45 CFR Part 87 – Equal Treatment for Faith-Based Organizations;

45 CFR Part 91 – Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance;

45 CFR Part 93 – New Restrictions on Lobbying;

41 U.S.C. 10a-10d, the “Buy American Act;”

The Pro-Children Act of 1994 (20 U.S.C. § 6081 et seq.);

Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104);

The Federal Financial Accountability and Transparency Act 2006 (FFATA).

3. RFP Terms and Conditions

This request is issued subject to the following terms and conditions:

A. This RFP is a request for the submission of qualifications, but is not itself an offer and shall under no circumstances be construed as an offer.

B. IHCDCA expressly reserves the right to modify or withdraw this request at any time, whether before or after any qualifications have been submitted or received.

C. IHCDCA reserves the right to reject and not consider any or all respondents that do not meet the requirements of this RFP, including but not limited to: incomplete qualifications and/or qualifications offering alternate or non-requested services.

D. IHCDCA reserves the right to reject any or all companies, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed to be in its best interest.

E. In the event the party selected does not enter into the required agreement to carry out the purposes described in this request, IHCDCA may, in addition to any other rights or remedies available at law or in equity, commence negotiations with another person or entity.

F. In no event shall any obligations of any kind be enforceable against IHCDCA unless and until a written agreement is entered into.

G. The Respondent agrees to bear all costs and expenses of its response and there shall be no reimbursement for any costs and expenses relating to the preparation of responses of qualifications submitted hereunder or for any costs or expenses incurred during negotiations.

H. IHCDCA reserves the right not to award a contract pursuant to the RFP.

I. All items become the property of IHCDCA upon submission and will not be returned to the Respondent.

J. IHCDCA reserves the right to split the award between multiple respondents and make the award on a category by category basis and/or remove categories from the award.

K. The Respondent certifies that neither it nor its principals, contractors, or agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from utilizing federal funds by any federal or state department or agency.

L. A copy of IHCDCA's 2015 LIHEAP Agreement is attached as Appendix A to this RFP. By submitting a response to this RFP, respondent acknowledges the acceptance of IHCDCA's LIHEAP Agreement and the understanding that such Agreement is non-negotiable.

Appendix A: Indiana LIHEAP Contract

ENERGY ASSISTANCE AND LEVERAGING INCENTIVE PROGRAMS

GRANT AGREEMENT

GRANT AGREEMENT NUMBER: LI-015

Low-Income Home Energy Assistance

CDDA No.: 93.568

100% Federal Funding

Department of Health and Human Services

Administration for Children and Families

This energy assistance and leveraging incentive programs grant agreement, entered into by and between the Indiana Housing and Community Development Authority, (hereinafter referred to as "IHCD"), and _____ (hereinafter referred to as "Grantee"), is executed pursuant to the terms and conditions set forth herein ("Agreement"). In consideration of those mutual undertakings and covenants, the parties agree as follows:

PURPOSE

The purpose of this Agreement is to provide funding to Grantee for implementation of the Energy Assistance and Leveraging Incentive Programs. Funding for this Agreement is provided through the federal Low-Income Home Energy Assistance Act, 42 U.S.C. § 8621 et seq.; 45 C.F.R. Subpart H, and the Leveraging Incentive Program contained in the Low-Income Home Energy Assistance Act, 42 U.S.C. § 8626a.

GENERAL TERMS

- A. This Agreement shall become effective as of **October 1, 2015**, and remain in effect through **September 30, 2016** ("Effective Period").
- B. Grantee shall be reimbursed by IHCD for allowable costs incurred by Grantee, or on a unit rate basis, as applicable, in accordance with this Agreement and the financial summary included herewith as "**ATTACHMENT A,**" which is attached hereto and fully incorporated herein by reference for services provided through the Low-Income Home Energy Assistance Program ("LIHEAP"), for services provided through the Leveraging Incentive Program contained in the Low-Income Home Energy Assistance Act ("Leveraging Incentive Program"), and for any additional state or federal funding that may become available because of an energy emergency as described in 42 U.S.C. § 8621 et seq. ("Emergency Event").
- C. Grantee shall be reimbursed by IHCD for services provided through funding from LIHEAP in an amount not to exceed the amounts specified in "ATTACHMENT A." Grantee shall be reimbursed for services provided through funding from the Leveraging Incentive Program, as defined in **§1000 of the 2014-2015 Indiana Low Income Home Energy Assistance Program Operations Manual (the "Program Manual")** in an amount not to exceed the amounts specified in "ATTACHMENT A." If an Emergency Event occurs, Grantee may use the Emergency Funds in accordance with and pursuant to instructions issued by IHCD at the time the funds

become available as specified in "ATTACHMENT A." For those costs which Grantee incurs for the "ENERGY EDUCATION" and "ACTIVITY DESCRIPTION," IHCD A shall not reimburse Grantee for a per-unit cost that exceeds the \$25.00 unit rate specified in "ATTACHMENT A."

- D. Grantee agrees to comply with all statements, assurances, and provisions set forth in any proposal, application for funding, program narrative, plan, budget, or other document submitted by Grantee and approved by IHCD A for the purpose of obtaining funding through this Agreement and the Program Manual.
- E. Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) this Agreement, (2) attachments to this Agreement prepared by the IHCD A, and (3) Grantee's documents or budgets submitted and approved by IHCD A for the purpose of obtaining funding through this Agreement.
- F. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect.
- G. IHCD A will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, I.C. 5-17-5, I.C. 34-54-8, and I.C. 34-13-1. Notwithstanding the provisions contained in I.C. 5-17-5, any liability resulting from IHCD A's failure to make prompt payment shall be based solely on the amount of funding originating from IHCD A and shall not be based on funding from federal or other sources.
- H. Grantee shall request and receive approval from IHCD A for any subcontracts awarded pursuant to this Agreement over Twenty-five Thousand Dollars (\$25,000.00). Grantee shall require any approved subcontractor to comply with the provisions set forth in this Agreement. Further, Grantee shall remain responsible to IHCD A for the performance of any subcontractor and shall monitor the performance of any subcontractor. Grantee agrees to enter into written agreements with all subcontractors and to provide copies of all subcontracting agreements to IHCD A upon request. Grantee further agrees to notify IHCD A of a breach of these provisions by a subcontractor and to discontinue any agreement with the specified subcontractor in the event of such a breach.

SPECIFIC TERMS

- A. In conducting activities pursuant to this Agreement, Grantee specifically agrees to comply with 42 U.S.C. § 8621 et seq., including 42 U.S.C. § 8626a; 45 C.F.R. Part 96, including 45 C.F.R. § 96.87; I.C. § 4-12-1-14.2; and any federal or state regulations pertaining thereto; the administrative requirements specified in Office of Management and Budget ("OMB") Circular A-110, now reported at 2 C.F.R. Part 215, "The Common Rule" (formerly OMB Circular A-102); all other applicable federal, state, IHCD A, and local laws, rules, regulations, administrative procedures, guides, manuals, program rules, regulations, and definitions, and any amendments

thereto; and any instructions issued regarding the use of the Emergency Funds in performing its obligations under this Agreement. Additionally, for the October 1 to September 30 period relating to each program year, Grantee specifically agrees to comply with the **2015** Low-Income Home Energy Assistance Program Detailed State Plan, as amended annually, and the applicable Program Manual for each program year. Grantee specifically acknowledges that it must comply with all applicable Federal, State, and local laws, rules, and regulations pertaining to wages, hours, and conditions of employment, and all health and safety standards.

- B. Grantee may be reimbursed for allowable costs related to cooling assistance during the period of June 1 through August 31 of each program year, and only as directed by IHCD.
- C. In making any procurement or entering into any contract that requires the expenditure of funds provided pursuant to this Agreement, Grantee shall adhere to provisions of applicable federal regulations, OMB Circulars A-110, now reported at 2 C.F.R. Part 215, "The Common Rule," and State policies regarding procurement.
- D. Grantee acknowledges and agrees that funds provided through this Agreement shall not be used for the purchase or improvement of land, or for the purchase, construction, or permanent improvement of any building or other facility.
- E. IHCD shall make payments directly to energy vendors. Grantee shall no longer make any payments directly to households.
- F. Grantee shall determine eligibility and submit the amount of the eligible payment benefit for each household to IHCD within forty-five (45) days from the date that the household completes its application for energy assistance.

ADMINISTRATION OF FUNDS

- A. Funding shall be paid to Grantee as a reimbursement for authorized expenses incurred, and as applicable, with the established rate for the "ACTIVITY DESCRIPTIONS," which are all set forth in "ATTACHMENT A." All payments by IHCD shall be made in accordance with the fiscal policies and procedures of the IHCD. Following the expiration or termination of this Agreement, Grantee shall reconcile all costs incurred, through this Agreement, pursuant to instructions set forth in Section 4, Paragraph H, below. However, reimbursement for any Emergency Funds shall be made only after IHCD receives and approves Grantee's signed Budget Form for those Emergency Funds. Grantee must maintain and implement written procedures to minimize the time elapsing between the transfer of funds to Grantee and Grantee's issuance or redemption of checks, warrants, or payments by other means for program purposes.
- B. The amount of funding from all appropriate federal sources that Grantee uses for planning and administration of the LIHEAP shall be a percentage set by IHCD. In no event, however, shall the total amount of funding paid to Grantee under the "ACTIVITY DESCRIPTION" of "ELIGIBILITY" exceed eight and a half percent (8.5%) of the total funding that is actually expended by Grantee during the Effective Period. The total amount of funding paid to Grantee under the "ACTIVITY DESCRIPTION" of "PROGRAM SUPPORT" shall not exceed three percent (3%) of the "TOTAL GRANT AMOUNT" this amount includes "ASSURANCE 16

ACTIVITIES.” The total amount of funding paid to Grantee under the “ACTIVITY DESCRIPTION” of “TECHNOLOGY ENHANCEMENTS” cannot exceed two percent (2%) of the “TOTAL GRANT AMOUNT” and requires prior approval from the Community Programs Manager at IHCD. Further, the total amount of funding paid to Grantee under the “ACTIVITY DESCRIPTION” of “FAMILY DEVELOPMENT (“ASSURANCE 16”),” at no more than Twenty-five Dollars (\$25.00) per hour of service, shall not exceed two percent (2%) of the “TOTAL GRANT AMOUNT”. Finally, the total amount of funding paid to Grantee under the combined “ACTIVITY DESCRIPTIONS” of “ENERGY EDUCATION/MATERIALS,” at no more than Twenty-five Dollars (\$25.00) per person, shall not exceed three percent (3%) of the TOTAL GRANT AMOUNT. This paragraph shall also apply to the Emergency Funds, if an Emergency Event occurs.

- C. The parties agree that IHCD’s payment through this Agreement is subject to and conditioned upon the availability of funds. If funds are reduced during the term of this Agreement, IHCD is under no obligation to make payment hereunder, except to the extent that funds are available.
- D. Grantee shall maintain financial and accounting records which identify costs attributable to each “ACTIVITY DESCRIPTION” specified on “ATTACHMENT A.” Grantee shall further maintain annual, written, cost methodologies, which identify procedures for attributing costs to each “ACTIVITY DESCRIPTION.” More restrictive fiscal accountability may be required of Grantee by IHCD should IHCD determine that Grantee is financially unstable, has a history of poor accountability, or has a management system which does not meet the standards required by the IHCD or the United States Government.
- E. Grantee shall maintain the funds received from IHCD pursuant to each and this Agreement in an identifiable bookkeeping account and shall use the funds solely for the purposes set forth in this Agreement, in accordance with the terms of this Agreement and “ATTACHMENT A.”
- F. Grantee agrees to follow generally accepted accounting procedures and practices which sufficiently and properly reflect all costs incurred by Grantee pursuant to this Agreement. Grantee shall manage all funds received through this Agreement in accordance with the May 10, 2004, revised versions of the applicable cost principles identified in OMB Circulars A-87 (Government Entities) or A-122 (Nonprofit Organizations) as amended from time to time, now reported at 2 C.F.R. §§ 225, 230.
- G. Grantee shall submit to IHCD, **at least monthly**, properly completed claims for reimbursement for services provided by Grantee under this Agreement. Claims shall be submitted on forms provided by IHCD and pursuant to instructions issued by IHCD.
- H. No costs may be incurred against this Agreement by Grantee before or after the effective period and each program year period specified in “ATTACHMENT A.” Claims should be submitted to IHCD within forty-five (45) calendar days after the date services are provided. All final claims and reports must be submitted to IHCD within forty-five (45) calendar days after the end of the Effective Period,” or the termination of this Agreement, or IHCD may deny payment.

- I. Grantee shall not generate transmittals to IHCD A for eligible households for cooling assistance prior to June 1 of each program year, unless otherwise directed by IHCD A.
- J. Grantee shall liquidate all outstanding obligations properly incurred during the term of this Agreement no later than forty-five (45) calendar days after the Effective Period specified in “ATTACHMENT A,” or termination of this Agreement.
- K. Grantee shall, upon written demand by IHCD A, be required to repay State all sums paid by IHCD A to Grantee for which adequate fiscal and/or service delivery documentation is not in existence for any time period audited. If an audit or review of Grantee results in an audit exception or cost disallowance, IHCD A shall have the right to set off such amount against current or future allowable claims, demand cash repayment, or withhold payment of current claims in a like amount pending resolution between the parties of any disputed amount.
- L. IHCD A may withhold payment to Grantee if a claim submitted by Grantee is inaccurate or if Grantee has not complied with the claim preparation instructions issued by IHCD A. IHCD A will notify Grantee of any error in the claims submitted so Grantee may make the corrections or revisions necessary for payment.

INELIGIBLE EXPENSES

The Grantee shall promptly repay, out of non-federal resources, IHCD A for any funds, under this Agreement, that it utilizes for expenses that are deemed “ineligible” by any of the following: IHCD A, HHS, 45 CFR 96.80 an A-133 audit, or the Program Manual.

AUDITS, RECORDS, REPORTS, AND INSPECTIONS

- A. If Grantee expends \$500,000 or more in federal awards during the Grantee’s fiscal year it must submit its single audit to the IHCD A within the earlier of thirty (30) days after receipt of the auditor’s report(s), or nine (9) months after the end of the audit period.
If the Grantee expends less than \$500,000 in federal awards it must submit its audited financial statements or 990 (IRS Form 990, Return of Organization Exempt From Income Tax) to IHCD A within the earlier of thirty (30) days after receipt of the auditor’s report(s), or nine (9) months after the end of the audit period.
- B. IHCD A Approved Auditor. All auditors performing under OMB Circular A-133 “Audits of States, Local Governments, and Non-Profit Organizations” for Grantee must be qualified by the IHCD A in order for IHCD A to accept the A-133 submitted by the Grantee. The Grantee must contact the Director of Operations at IHCD A in order to ensure that its auditor meets IHCD A’s requirements and/or receive a copy of IHCD A’s criteria for auditors.
- C. Sanctions: If Grantee does not adhere to the policies referenced in subparagraphs A and B of this section, at IHCD A’s sole discretion, may take appropriate action using sanctions such as:
 - (a) Withholding a percentage of this funding until the audit is completed satisfactorily;
 - (b) Withholding or disallowing claims;

- (c) Suspending all funding from any IHCDAs awards until the audit is conducted; or
- (d) Terminating this Agreement.

- D. Grantee shall maintain those books, records, and documents, including, but not limited to, payroll records, banking records, accounting records, and purchase orders, which are sufficient to document Grantee's financial activities and Grantee's claims for reimbursement under this Agreement. Further, Grantee shall create, maintain, and provide to IHCDAs such other statistical and program reports as are required by the laws, regulations, and policies of the IHCDAs or the United States Government, including any close-out reports required by IHCDAs.
- E. The parties agree that prompt compliance by Grantee with a request by IHCDAs or its contractors to submit program and financial documentation is critical to this Agreement and that a failure of Grantee to comply with any such request could result in immediate suspension of payments hereunder or termination of this Agreement by IHCDAs.
- F. Grantee shall maintain all records relative hereto during the effective period of this Agreement and for a period of three (3) years from the date Grantee submits to IHCDAs its final financial status report pursuant to this Agreement, or one (1) year from the resolution of any outstanding administrative, program or fiscal audit question, or legal action, whichever is later. The retention period for records relating to any equipment authorized to be purchased through this Agreement begins on the date of the disposition, replacement, or transfer of such equipment.
- G. The parties agree that IHCDAs, its contractors, and the United States Government shall have the right to enter the premises of Grantee or any subcontractor of Grantee and inspect or audit any records and property maintained by Grantee or its subcontractors in connection with this Agreement. Grantee and its subcontractors shall make all books, records, and documents that relate to their activities under this Agreement available for inspection, review, and audit when requested by IHCDAs, its contractors or the United States Government.
- H. The Grantee must provide access to IHCDAs, the HHS, the Comptroller General of the United States, or any of their duly authorized representatives, or subcontractors to any books, documents, papers, and records of the Grantee which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. The rights of access in this section must not be limited to the required retention period but shall last as long as the records are retained. The Federal Freedom of Information Act (5 U.S.C. 552) does not apply to records unless required by Federal, State, or local law, grantees and subgrantees are not required to permit public access to their records.
- I. Grantee shall ensure the cooperation of its employees, officers, board members, and subcontractors in any review, audit, or inspection conducted by authorized representatives of the IHCDAs, its contractors or the United States Government.
- J. Grantee agrees that IHCDAs has the right to make recommendations and findings in connection with any program or fiscal audit of Grantee's operations related to this Agreement, and Grantee agrees to comply with any corrective actions specified by IHCDAs,

within the time limits established by IHCD A.

- K. Following any IHCD A monitoring visit to Grantee, IHCD A will provide a written report to Grantee. IHCD A's report may contain findings, concerns, suggestions and/or specific directions for corrective action by Grantee. In the event that specific corrective action is required, Grantee will have thirty (30) days from the receipt of the directions to comply, unless a different time period for correction is specified by IHCD A. A failure of Grantee to comply with IHCD A's specific directions will be treated as a breach of this Agreement. In the case of a dispute, IHCD A and Grantee will meet at the earliest convenience to resolve the issue in question.

MODIFICATION

- A. The parties agree that due to the uncertain availability of IHCD A and/or federally allocated funds, the "TOTAL GRANT AMOUNT" specified in "ATTACHMENT A" of this Agreement may be unilaterally decreased by IHCD A immediately upon Grantee's receipt of written notice. Notice shall be delivered to Grantee at the address specified in "ATTACHMENT A" by certified or overnight mail, **or at IHCD A's option by electronic mail.** If an Emergency Event occurs, the Emergency Funds may be unilaterally decreased pursuant to this paragraph.
- B. Grantee shall notify IHCD A within ten (10) days of any termination of services reimbursable pursuant to this Agreement. In the event of such termination, IHCD A may reduce the funding to Grantee set forth in "ATTACHMENT A" in accordance with the procedures specified in Paragraph C of this section.
- C. In accordance with "ATTACHMENT A," should IHCD A or Grantee determine that budgeted amounts for any "ACTIVITY DESCRIPTION," require modification, such changes may not require the execution of a formal amendment, but may be accomplished by written notice from IHCD A to Grantee, so long as the changes do not increase the identified for specified for each program year period in "ATTACHMENT A."
- D. IHCD A may periodically review the availability and the utilization of funds provided by IHCD A to Grantee pursuant to this Agreement. After such a review, IHCD A may decide to reduce the Grantee's funding allocated hereunder or redistribute its current funding allocated hereunder to another Grantee. IHCD A shall give the Grantee ten (10) days' notice of its decision to reduce or redistribute the funding, which notice shall include a statement of reasons for such reduction or redistribution. Grantee may, within the ten (10) day notice period, present to IHCD A written documentation explaining why such a reduction or redistribution should not become final. IHCD A can decide in its sole discretion, after a review of such documentation, either to implement or to modify its proposed actions.
- E. IHCD A may, in its sole discretion, de-obligate and/or re-distribute all or any portion of the Grantee's LIHEAP funding under this Agreement if the Grantee fails to meet the benchmarks listed below:
1. Obligor forty-five percent (45%) of the Grantee's LIHEAP funding under this Agreement by December 31, 2014;

2. Obligating sixty percent (60%) of the Grantee's LIHEAP funding under this Agreement by February 28, 2015; and
 3. Obligating seventy-five percent (75%) of the Grantee's LIHEAP funding under this Agreement t by April 30, 2015.
- F. Except as set forth in subsection A, D, and E of this Agreement, the parties acknowledge that this contract is subject to modification by mutual Agreement of the parties. Such modifications, if any, shall be set forth in writing and shall become a part of this Agreement. Such modifications shall also be subject to review upon any subsequent renewal of this Agreement; however, nothing in this Agreement shall be construed as a commitment to execute future Agreements with Grantee or to extend this Agreement in any way.

SUSPENSION AND TERMINATION

- A. This Agreement may be terminated, in whole or in part, by the IHCDA whenever, for any reason, the IHCDA determines that such termination is in the best interest of the IHCDA. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the services or activities properly performed prior to the effective date of termination. The IHCDA will not be liable for activities or services performed after the effective date of termination.
- B. If IHCDA determines that any breach of this Agreement by Grantee endangers the life, health, or safety of its employees or agents, or applicants for or recipients of services under this Agreement, IHCDA may terminate this Agreement by orally notifying Grantee of the termination, followed by the mailing of written notification thereof within three (3) business days specifying the reasons for the termination. Termination pursuant to this paragraph shall become effective at the time of the oral notification.
- C. When the Executive Director of the IHCDA makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, the Agreement shall be canceled. Such determination by the Executive Director that funds are not appropriated or otherwise available shall be final and conclusive.
- D. Grantee agrees that IHCDA may terminate this Agreement if Grantee ceases doing business for any reason. IHCDA will notify Grantee of the termination, in writing, by certified or overnight mail. The termination shall be effective from the date Grantee ceases doing business.
- E. The parties acknowledge and agree that this Agreement may be terminated immediately by either party should the other party attempt to assign, transfer, convey, or encumber this Agreement in any way. Any notice of termination pursuant to this paragraph shall be provided in writing to the other party, by certified or overnight mail.
- F. Grantee shall provide written notice to IHCDA of any change in Grantee's address, legal name or legal status including, but not limited to, a sale or dissolution of

Grantee's business. IHCD A reserves the right to terminate this Agreement should Grantee's legal status change in any way. Termination pursuant to this paragraph shall be effective from the date of the change in Grantee's legal status.

- G. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in I.C. § 4-2-6 *et seq.*, I.C. § 4-2-7, *et. seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, IHCD A may, in its sole discretion, terminate this Agreement immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
- H. If this Agreement is terminated pursuant to any paragraph in this section, Grantee shall remit to IHCD A, within sixty (60) days of such termination, any unexpended funds and such other payments received by Grantee determined to be due IHCD A. The action of IHCD A in accepting any such amount shall not constitute a waiver of any claim that IHCD A may otherwise have arising out of this Agreement.
- I. Upon expiration of any program year period specified in "ATTACHMENT A," or termination of this Agreement, IHCD A may require that all documents including, but not limited to, client files, data, studies, and reports prepared by Grantee pursuant to this Agreement, and all property purchased by Grantee with state or federal funds under this Agreement, be delivered to IHCD A. IHCD A may require the transfer of records or property to its own offices or to a designated successor.
- J. IHCD A shall provide a full and detailed accounting of any property or records taken from Grantee and shall make any records available to Grantee as necessary for subsequent audit. IHCD A and Grantee may negotiate amounts of reimbursement related to Grantee's expenses for a period of closeout. In no event, however, shall IHCD A reimburse Grantee an amount exceeding the amounts identified in "ATTACHMENT A" of this Agreement.
- K. If this Agreement is terminated for any reason, IHCD A shall only be liable for payment for services properly provided prior to the effective date of termination. State shall not be liable for any costs incurred by Grantee in reliance upon this Agreement subsequent to the effective date of termination.

ELIGIBILITY FOR SUMMER COOL AIR CONDITIONER

Under certain limited circumstances, a household may be eligible to receive an air conditioning unit, along with the usual monetary benefit. Except as noted in the exception listed below, all three (3) criteria must be met in order for a household to receive an air conditioner. Grantee agrees to ensure that households fit into the following criteria:

1. The household must be financially eligible for the program as described above; and,
2. The household must have a verified medical requirement for an air conditioner. That is, a statement from a doctor or nurse practitioner that indicates a medical condition of a

household member justifies the need for an air conditioner and that the lack of a room air conditioner in the household may seriously jeopardize the health of that person. IHCDCA has updated an Air Conditioner Certification Affidavit for use in FY 2015 and is located in Appendix T of the Program Manual. It must be completed and signed in order to qualify for this benefit; and,

3. Using EAP program definitions, the household must be classified as at-risk: elderly, disabled, or have a child under the age of six (6). (See Section 302.4 of the Program Manual)

Exception to #3: If a household applies which does not meet the third criterion but the Grantee feels that it is a life-threatening situation, the CAA Program Manager may approve by a written waiver of the third criterion the provision of an air condition to the household.

A household will qualify for the air conditioner benefit no more than once every five (5) years, except under extreme circumstances such as a flood, tornado, or fire that caused the household to relocate. Households that received an air conditioner in FY 2008 or prior are eligible for an air conditioner in FY 2015. Clients who received air conditioners between PY2009 and PY2013 are ineligible for air conditioners at this time.

CONFIDENTIALITY

The Grantee understands and agrees that data, materials, and information disclosed to the Grantee may contain confidential and protected information. The Grantee covenants that data, material and information gathered, based upon or disclosed to the Grantee for the purpose of this Agreement, will not be disclosed to or discussed with third parties without the prior written consent of IHCDCA.

The parties acknowledge that the services to be performed by Grantee for IHCDCA under this Agreement may require or allow access to data, materials, and information containing Social Security numbers or other personal information maintained by or on behalf of IHCDCA in a computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Grantee and IHCDCA agree to comply with the provisions of I.C. 4-1-10 and I.C. 4-1-11. If any Social Security number(s) or personal information (as defined in I.C. 4-1-11-3) is/are disclosed by Grantee, Grantee agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Agreement.

INDEMNIFICATION

The Grantee agrees to indemnify, defend, and hold harmless IHCDCA, its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses arising from or connected with any act or omission of the Grantee and/or its subcontractors, if any, in the performance of this Agreement. IHCDCA shall **not** provide such indemnification to the Grantee.

INDEPENDENT CONTRACTOR

Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Except as provided in **Section 11**, neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Grantee shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Grantee's employees.

INSURANCE AND BONDING

- A. Grantee agrees to provide general liability insurance coverage in sufficient amount to provide adequate coverage in the event of bodily injury or property damage in relation to this Agreement.
- B. If Grantee is a department or division of the State of Indiana, or of a county, municipal, or local government, the foregoing insurance coverages shall not be required; however, Grantee may elect to provide such coverages.
- C. Grantee agrees to provide Workers' Compensation and Unemployment Compensation as required by law.
- D. Grantee must provide IHCD with Certificates of Insurance that illustrate the types of coverage, limits of liability, and expiration dates of Grantee's policies, upon request.
- E. Grantee shall provide a bond or insurance coverage for all persons who will be handling funds or property received or disbursed as a result of this Agreement, or who may carry out the duties specified in this Agreement, in an amount equal to one-half of the total annual funding provided to Grantee through IHCD or \$250,000, whichever is less, to be effective for the period of this Agreement plus three (3) years for purposes of discovery. Grantee's coverage must provide protection against losses resulting from criminal acts and wrongful and negligent performance of the duties specified herein, and specify the State of Indiana as an obligee or additional insured. Grantee shall immediately notify IHCD if said bond or insurance is canceled or modified in amount. In the event of cancellation, IHCD shall make no further disbursements until certification is provided by a bonding or insurance company that the provisions set forth in this section have been satisfied. In the event such verification is not received by IHCD within 10 days of the notice of cancellation, Grantee agrees to return to IHCD the balance of all monies paid to Grantee by IHCD under this Agreement.

FEES

Grantee and its subcontractors shall impose no fees upon the recipients of any services provided through this Agreement except as explicitly authorized by IHCD.

PROGRAM INCOME

Any program income earned by Grantee from activities conducted with funds obtained through this Agreement must be maintained and expended by Grantee in the program from which the funding was derived, in accordance with applicable IHCD and federal program rules, regulations, and policies. Grantee must maintain and provide to IHCD an accounting of all program income earned as a result of funds being provided through this Agreement. Further, Grantee shall expend any program income earned, pursuant to this Agreement, within one year after the expiration of this Agreement.

LICENSING STANDARDS

Grantee agrees to comply, and assures that its employees and subcontractors will comply, with all applicable licensing standards, accrediting standards, and any other standards or criteria which any governmental entity requires of Grantee or its subcontractors to deliver services pursuant to this Agreement. IHCD shall not be required to reimburse Grantee for any services performed when Grantee or its employees or subcontractors are not in compliance with applicable licensing, certifying, or accrediting standards. If licensure, certification, or accreditation expires or is revoked, Grantee agrees to notify IHCD immediately thereof.

WORK STANDARDS

Grantee shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards.

ELIGIBILITY AND APPEALS

- A. The Grantee agrees that the eligibility of individuals who may be provided services with funding through this Agreement shall be determined in accordance with State and Federal eligibility criteria and procedures described in the Program Manual.
- B. The Grantee agrees to maintain procedures in accordance with State and Federal regulations to promptly address complaints and appeals from applicants and recipients of services in accordance with Section §1100 of the Program Manual, and agrees to cooperate fully with the processing of any complaint or appeal.

NON-DISCRIMINATION

- A. Pursuant to the Indiana Civil Rights Law, specifically including I.C. 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this section may be regarded as a material breach of this Agreement, but nothing in this paragraph shall be construed to imply or establish an

employment relationship between the IHCD and any applicant or employee of the Grantee or any subcontractor. IHCD is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246. IHCD and the Grantee shall comply with Section 202 of Executive Order 11246, as amended by Executive Order 11375, and as supplemented by 41 C.F.R. § 60-250, and 41 C.F.R. § 60-741, which are incorporated herein by reference.

- B. Grantee further agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), the Drug Abuse Prevention and Treatment Amendments of 1978 (21 U.S.C. § 1101 et seq.), the Public Health Service Act of 1944 (42 U.S.C. §§ 290dd through 290dd-2), and all other non-discrimination regulations of the United States Government to ensure that no person shall, on the grounds of race, age, color, religion, sex, disability, national origin, ancestry, or status as a veteran, be excluded from participating in or denied the benefit of Grantee's services, or otherwise be subjected to discrimination under any program or activity for which Grantee or its subcontractors receive, directly or indirectly, federal or IHCD financial assistance, and Grantee agrees to immediately take measures to effectuate this provision.
- C. The parties agree that any publicity release or other public reference, including media releases, informational pamphlets, etc., relative to the services provided under this Agreement, will clearly state that all services are provided without regard to race, age, color, religion, sex, disability, national origin, ancestry, or status as a veteran.

POLITICAL ACTIVITY

Grantee certifies that the funding provided by IHCD through this Agreement shall not be used to further any type of political or voter activity. Grantee further agrees to comply with applicable provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7326) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds

DRUG-FREE WORKPLACE CERTIFICATION

- A. The Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Grantee will give written notice to IHCD within ten (10) days after receiving actual notice that the Grantee or an employee of the Grantee in the State of Indiana has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Agreement and/or debarment of contracting opportunities with IHCD for up to three (3) years.
- B. In addition to the provisions of the above paragraph, if the "TOTAL GRANT AMOUNT" set forth in this Agreement is in excess of \$25,000.00, the Grantee

hereby further agrees that this Agreement is expressly subject to the terms, conditions, and representations of the following certification:

The Grantee certifies and agrees that it will provide a drug-free workplace by:

- (1) Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Establishing a drug-free awareness program to inform employees of (1) the dangers of drug abuse in the workplace; (2) Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs, and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace.
- (3) Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- (4) Notifying in writing the IHCDA and the Indiana Department of Administration within 10 days after receiving notice from an employee under subparagraph (3) above, or otherwise receiving actual notice of such conviction.
- (5) Within 30 days after receiving notice of a conviction under subparagraph (3) above, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purpose by a federal, state, or local health, law enforcement, or other appropriate agency.
- (6) Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (1) through (5) above.

COMPLIANCE WITH LAWS

- A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including, without limitation, and the Immigration and Nationality Act (8 U.S.C. 1101 et seq.), and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Agreement require formal modification.
- B. The Grantee certifies by entering into this Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory,

regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Agreement suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

- C. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify IHCDA of any such actions. During the term of such actions, the Grantee agrees that IHCDA may suspend funding under this Agreement. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and IHCDA decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that IHCDA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.
- D. The Grantee warrants that the Grantee and any contractors performing work in connection with this Agreement shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for IHCDA. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of grant opportunities with IHCDA.
- E. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- F. As required by IC §5-22-3-7:
 - 1) The Grantee and any principals of the Grantee certify that:
 - A. the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:
 - i. IC §24-4.7 [Telephone Solicitation Of Consumers];
 - ii. IC §24-5-12 [Telephone Solicitations]; or
 - iii. IC §24-5-14 [Regulation of Automatic Dialing Machines];in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
 - B. the Grantee will not violate the terms of IC §24-4.7 for the duration of this Agreement, even if IC §24-4.7 is preempted by federal law.
 - 2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,
 - A. has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - B. will not violate the terms of IC §24-4.7 for the duration of this Agreement even if IC §24-4.7 is preempted by federal law.
- G. The Grantee warrants that the Grantee and its subgrantees, if any, shall obtain and maintain all required permits, licenses, and approvals, and shall comply with all

health, safety, and environmental statutes, rules, or regulations in the performance of work activities for IHCD. Failure to do so is a material breach and grounds for immediate termination of this Agreement and denial of further work with IHCD.

H. The Grantee shall also comply with all applicable federal guidance including, without limitation:

10 C.F.R. Part 440, as amended;
10 C.F.R. Part 440, Appendix A;
10 C.F.R. Part 600, as amended;
OMB Circular A-110;
OMB Circular A-122; and
OMB Circular A-133.

LOBBYING ACTIVITIES

- A. Pursuant to 31 U.S.C. § 1352, and any regulations promulgated thereunder, Grantee hereby assures that no federally appropriated funds have been paid, or will be paid, by or on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative Agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying." If Grantee is required to submit Standard Form-LLL, the form and instructions for preparation of the form may be obtained from IHCD.
- C. Grantee shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.
- D. The foregoing certification is a material representation of fact upon which reliance was or will be placed when entering into this Agreement and any transactions with IHCD. Submission of this certification is a prerequisite for making or entering into any transaction as imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DEBARMENT AND SUSPENSION

Grantee certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any federal or state department or agency. The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other

person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Grantee.

CONFLICT OF INTEREST

Grantee agrees to comply with applicable provisions of the OMB Circular A-110 and “The Common Rule,” regarding conflicts of interest. Grantee further acknowledges and agrees that no employee, agent, representative, or subcontractor of Grantee who may be in a position to participate in the decision-making process of Grantee or its subcontractors may derive an inappropriate personal or financial interest or benefit from any activity funded through this Agreement, either for himself or for those with whom he has family or business ties. Further, Grantee agrees to maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts and comply with 45 CFR 74.42.

ENVIRONMENTAL TOBACCO SMOKE

Grantee certifies that it will comply with applicable provisions of the Pro-Children Act of 1994 (20 U.S.C. § 6081 *et seq.*), which require that smoking not be permitted in any portion of any indoor facility owned, leased, or contracted for by Grantee and which is used routinely or regularly for the provision of health, day care, education, or library services to children under the age of eighteen (18) years if the services are funded by federal programs either directly or through states or local governments by federal grant, contract, loan, or loan guarantee. This provision shall not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

BUY AMERICAN ACT

Grantee acknowledges the intent of the Congress of the United States that only American-made equipment and products should be purchased with funds provided through this Agreement. Therefore, in expending the funds provided hereunder, Grantee agrees to comply with 41 U.S.C. §§ 10a-10d, known as the “Buy American Act.”

AUTHORITY TO BIND

Notwithstanding anything in this Agreement to the contrary, the signatory for the Grantee represents that s/he has been duly authorized to execute this Agreement on its behalf.

SEVERABILITY

The invalidity of any section, subsection, clause, or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions of the Agreement.

REMEDIES NOT IMPAIRED

No delay or omission of the IHCD in exercising any right or remedy available under this Agreement shall impair any such right or remedy, or constitute a waiver of any default or any acquiescence thereto.

WAIVER OF RIGHTS

No right conferred on either party under this Agreement shall be deemed waived, and no breach of this Agreement excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

TAXES

The IHCD is exempt from state, federal, and local taxes. The IHCD will not be responsible for any taxes levied on the Grantee as a result of this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY

Grantee agrees to comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

NONDISCRIMINATION ON THE BASIS OF SEX IN EDUCATION PROGRAMS AND ACTIVITIES BENEFITING FROM FEDERAL FINANCIAL ASSISTANCE.

Grantee agrees to comply with 45 CFR 86 which effectuates title IX of the Education Amendments of 1972, as amended by Pub. L. 93-568, 88 Stat. 1855 (except sections 904 and 906 of those Amendments) which is designed to eliminate (with certain exceptions) discrimination on the basis of sex in any education program or activity receiving Federal financial assistance, whether or not such program or activity is offered or sponsored by an educational institution.

NONDISCRIMINATION ON THE BASIS OF HANDICAP IN PROGRAMS AND ACTIVITIES RECEIVING FEDERAL FINANCIAL ASSISTANCE

In accordance with 45 CFR Part 84, Grantee agrees that no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any program receiving funds provided through this Agreement.

NONDISCRIMINATION ON THE BASIS OF AGE IN PROGRAMS AND ACTIVITIES RECEIVING FEDERAL FINANCIAL ASSISTANCE

In accordance with 45 CFR Part 91, Grantee agrees that no person shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving funds provided through this Agreement.

TRAFFICKING VICTIMS PROTECTION ACT OF 2000, AS AMENDED (22 U.S.C. 7104)

The Grantee agrees to comply with Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended.

FEDERAL FINANCIAL ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006 (“FFATA”) REPORTING REQUIREMENTS

FFATA reporting requirements will apply to any funding awarded by IHCD A under this Agreement in the amount of \$25,000 or greater. The Grantee, as a sub-recipient, must provide any information needed pursuant to these requirements. This includes entity information, the unique identifier of the Grantee, the unique identifier of Grantee’s parent, and relevant executive compensation data, if applicable (see subsection C below regarding executive compensation data).

A. Data Universal Numbering System (DUNS) number

Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Grantee shall provide IHCD A with a valid Dun & Bradstreet (“D&B”) Data Universal Numbering System (“DUNS”) number that identifies the Grantee. Accordingly, the Grantee shall register for and obtain a DUNS number within fifteen (15) days of execution of this Agreement if it does not currently have a DUNS number. A DUNS number may be requested from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

B. System for Award Management (SAM)

The Grantee shall register in the System for Award Management (SAM), which is the primary registrant database for the U.S. Federal Government, and shall enter any information required by FFATA into the SAM, update the information at least annually after the initial registration, and maintain its status in the SAM through the Term of this Agreement. Information regarding the process to register in the SAM can be obtained at <https://www.sam.gov/portal/public/SAM/>.

C. Executive Compensation

The Grantee shall report the names and total compensation of the five (5) most highly compensated officers of Grantee in SAM if the Grantee in the preceding fiscal year received eighty percent (80%) or more of its annual gross revenues from Federal contracts and Federal financial assistance (as defined at 2 CFR 170.320) and \$25,000,000 or more in annual gross revenues from Federal contracts and federal financial assistance (as defined at 2 CFR 170.320); and if the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. The Grantee may certify that it received less than eighty percent (80%) of annual gross revenues from the federal government, received less than \$25,000,000 of its annual gross revenues from the federal government, already provides executive compensation to the Securities Exchange Commission, or meets the Internal Revenue Code exemption, and will not be required to submit executive compensation data into the SAM under FFATA, provided, that the Grantee shall still register and submit the other data requested.

EQUAL TREATMENT FOR FAITH-BASED ORGANIZATIONS

In accordance with 45 CFR 87, the Grantee agrees not to engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with financial assistance provided under this Agreement. If the Grantee conducts

such activities, the activities must be offered separately, in time or location, from the programs or services funded with direct financial assistance under this Agreement, participation must be voluntary for beneficiaries of the programs or services funded with such assistance.

FEDERAL PARTICIPATION

Pursuant to Pub. L. 103-333, 108 Stat. 2573, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the activities funded through this Agreement, Grantee shall clearly state:

1. The percentage of the total costs of the program or project which will be financed with federal funds;
2. The dollar amount of federal funds for the project or program; and
3. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

MEANINGFUL ACCESS TO LIMITED ENGLISH PROFICIENT PERSONS

Persons who, as a result of national origin, do not speak English as their primary language and who have limited ability to speak, read, write, or understand English (“limited English proficient persons” or “LEP”) may be entitled to language assistance under Title VI in order to receive a particular service, benefit, or encounter. In accordance with Title VI of the Civil Rights Act of 1964 (Title VI) and its implementing regulations, the Grantee agrees to take reasonable steps to ensure meaningful access to activities for LEP persons. Any of the following actions could constitute “reasonable steps”, depending on the circumstances: acquiring translators to translate vital documents, advertisements, or notices, acquiring interpreters for face to face interviews with LEP persons, placing advertisements and notices in newspapers that serve LEP persons, partnering with other organizations that serve LEP populations to provide interpretation, translation, or dissemination of information regarding the project, hiring bilingual employees or volunteers for outreach and intake activities, contracting with a telephone line interpreter service, etc.

QUALIFIED ALIENS

Qualified Aliens (“as defined below”) are eligible to receive weatherization services. The following persons are considered “Qualified Aliens”:

1. Legal Permanent Residents
2. Asylees
3. Refugees
4. Aliens paroled into the U.S. for at least one year
5. Aliens whose deportations are being withheld
6. Aliens granted conditional entry (prior to April 1, 1980)
7. Battered alien spouses, battered alien children, the alien parents of battered children, and alien children of battered parents who fit certain criteria
8. Cuban/Haitian entrants; and
9. Victims of a severe form of trafficking

Qualified Aliens must be documented in accordance with the procedures set forth in Section 301 of the Indiana Low Income Home Energy Assistance Program Operations Manual, located on IHCD's Partner Website.

EMPLOYEE ELIGIBILITY VERIFICATION

The Grantee affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

ADDITIONAL FEDERAL REQUIREMENTS

The Grantee must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (For contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

COPYRIGHTS

IHCDA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use:

- (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
- (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

ENERGY EFFICIENCY

The Grantee must comply with Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

AUTHORITY TO BIND

The signatory for the Grantee represents that he/she has been duly authorized to execute this Agreement on behalf of the Grantee and has obtained all necessary or applicable approvals to make this Agreement fully binding upon the Grantee when his/her signature is affixed, and accepted by IHCD.

GRANTEE AFFIRMATION CLAUSE

The signatory for Grantee hereby affirms, under the penalty of perjury, that Grantee has not altered, modified, or changed any section, paragraph, or clause of this document, in the form transmitted by IHCD to Grantee for signature, without prior written approval of IHCD.

* * * * *

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INTENTIONALLY**

NON-COLLUSION AND ACCEPTANCE

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

In Witness Whereof, Grantee and the IHCD have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below hereby agree to the terms hereof.

(Grantee):

By: _____

Printed Name: _____

Title: _____

Date: _____

Indiana Housing and Community Development Authority

By: _____

Printed Name: J. Jacob Sipe

Title: Executive Director

Date: _____

ATTACHMENT A
ENERGY ASSISTANCE AND LEVERAGING INCENTIVE PROGRAMS
GRANT AGREEMENT

Agency's Legal Name:

Agency's Mailing Address:

Agency Grant Contact:

Funding Program: EAP 2014-2015

Statutory Information: 42 U.S.C. 8621 et. seq.; 42 USC 8626a; IC 4-12-1-14.2

CFDA Number: 93.568

IHCDA Grant Number: **LI-015-**

Grant Effective Period: 10/1/2014 – 9/30/2015

Total Grant Amount: **\$0,000,000.00**

Close out Date (45 days following the end of the Effective Period): 11/15/2015

IHCDA Grant Contact: Lindsay Obrien, CSBG-EAP Program Specialist

IHCDA Phone and Email: 317-234-7571, lobrien@ihcda.in.gov

Activity Description	Amount
.1 Eligibility (up to 8.5% of expenditures)	Actual Costs
.2 Program Support (up to 3% of Total Grant Amount)	Actual Costs
.3 Family Development (up to 2% of Total Grant Amount)	\$25.00/hour
.4 Energy Education/Materials (up to 4% of Total Grant Amount)	\$25.00/person
.5 Regular Assistance	Actual Costs
.6 Crisis Assistance	Actual Costs
.7 Summer Cool Assistance	Actual Costs
.8 Summer Cool Air Conditioners	Actual Costs
.9 Technology Enhancement(s) (up to 2% of Total Grant Amount)	Actual Costs
TOTAL GRANT AMOUNT	\$0,000,000.00

Appendix B: Indiana State EAP Contract

INDIANA HOME ENERGY ASSISTANCE PROGRAM

GRANT AGREEMENT

NUMBER: IR-015-XXX

Low-Income Home Energy Assistance

IC. 4-12-1-14.5

100% Non-Federal Funding

This Indiana home energy assistance program grant agreement, entered into by and between the Indiana Housing and Community Development Authority, (hereinafter referred to as "IHCD"), and RESPONDENT, a local service provider, (hereinafter referred to as "Grantee"), is executed pursuant to the terms and conditions set forth herein ("Agreement"). In consideration of those mutual undertakings and covenants, the parties agree as follows:

PURPOSE

The purpose of this Agreement is to provide funding to Grantee for implementation of the Indiana Home Energy Assistance Program in accordance with I.C. 4-12-1-14.5 and 42 U.S.C §8621 et seq. ("STATE LIHEAP Program"). Funding for this Agreement is allocated from the State of Indiana's mortgage foreclosure multistate settlement fund pursuant to I.C. 4-12-1-14.5. This funding may only be used to assist income-eligible homeowners in accordance with the guidelines set forth in Section 1500 of the Energy Assistance Program Operations Manual (the "Program Manual").

GENERAL TERMS

This Agreement shall become effective as of **October 1, 2015** ("Approval Date"), and remain in effect through **September 30, 2016** ("Effective Period") unless terminated sooner as set forth in this Agreement.

Grantee shall be reimbursed by IHCD for allowable costs incurred by Grantee, or on a unit rate basis, as applicable, in accordance with this Agreement and the financial summary included herewith as "ATTACHMENT A," and fully incorporated herein by reference for services provided through the STATE LIHEAP Program and for any additional state or federal funding that may become available because of an energy emergency as described in 42 U.S.C. § 8621 et seq. ("Emergency Event").

Grantee shall be reimbursed by IHCD for services provided through funding from LIHEAP in an amount not to exceed the amounts specified in "ATTACHMENT A." If an Emergency Event occurs, Grantee may use the Emergency Funds in accordance with and pursuant to instructions issued by IHCD at the time the funds become available at the time the funds become available as specified in "ATTACHMENT A."

Grantee agrees to comply with all statements, assurances, and provisions set forth in any proposal, application for funding, program narrative, plan, budget, or other document submitted by Grantee and approved by IHCD for the purpose of obtaining funding through this Agreement and the Program Manual.

Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) this Agreement, (2) attachments to this Agreement prepared by the IHCD, and (3) Grantee's documents or budgets submitted and approved by IHCD for the purpose of obtaining funding through this Agreement.

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect.

IHCD will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, I.C. 5-17-5, I.C. 34-54-8, and I.C. 34-13-1. Notwithstanding the provisions contained in I.C. 5-17-5, any liability resulting from IHCD's failure to make prompt payment shall be based solely on the amount of funding originating from IHCD and shall not be based on funding from federal or other sources.

Grantee shall request and receive approval from IHCD for any subcontracts awarded pursuant to this Agreement over Twenty-five Thousand Dollars (\$25,000.00). Grantee shall require any approved subcontractor to comply with the provisions set forth in this Agreement. Further, Grantee shall remain responsible to IHCD for the performance of any subcontractor and shall monitor the performance of any subcontractor. Grantee agrees to enter into written agreements with all subcontractors and to provide copies of all subcontracting agreements to IHCD upon request. Grantee further agrees to notify IHCD of a breach of these provisions by a subcontractor and to discontinue any agreement with the specified subcontractor in the event of such a breach.

SPECIFIC TERMS

In conducting activities pursuant to this Agreement, Grantee specifically agrees to comply with 42 U.S.C. § 8621 et seq., including 42 U.S.C. § 8626a; 45 C.F.R. Part 96, including 45 C.F.R. § 96.87; I.C. § 4-12-1-14.2; and any federal or state regulations pertaining thereto; the administrative requirements specified in Office of Management and Budget ("OMB") Circular A-110, now reported at 2 C.F.R. Part 215, "The Common Rule" (formerly OMB Circular A-102); all other applicable federal, state, IHCD, and local laws, rules, regulations, administrative procedures, guides, manuals, program rules, regulations, and definitions, and any amendments thereto; and any instructions issued regarding the use of the Emergency Funds in performing its obligations under this Agreement. Additionally, for the October 1 to September 30 period relating to each program year, Grantee specifically agrees to comply with the 2015 Low-Income Home Energy Assistance Program Detailed State Plan, as amended annually, and the applicable Program Manual

for each program year. Grantee specifically acknowledges that it must comply with all applicable Federal, State, and local laws, rules, and regulations pertaining to wages, hours, and conditions of employment, and all health and safety standards.

Grantee may be reimbursed for allowable costs related to cooling assistance during the period of June 1 through August 31 of each program year, and only as directed by IHCD.

In making any procurement or entering into any contract that requires the expenditure of funds provided pursuant to this Agreement, Grantee shall adhere to provisions of applicable federal regulations, OMB Circulars A-110, now reported at 2 C.F.R. Part 215, "The Common Rule," and State policies regarding procurement.

Grantee acknowledges and agrees that funds provided through this Agreement shall not be used for the purchase or improvement of land, or for the purchase, construction, or permanent improvement of any building or other facility.

IHCD shall make payments directly to energy vendors. Grantee shall no longer make any payments directly to energy vendors nor to households. Grantee shall determine eligibility and submit the amount of the eligible payment benefit for each household to IHCD within forty-five (45) days from the date that the household completes its application for energy assistance. Each eligible homeowner may receive \$60.00 towards the primary heating source for its home.

ADMINISTRATION OF FUNDS

Funding shall be paid to Grantee as a reimbursement for authorized expenses incurred, and as applicable, with the established rate for the "ACTIVITY DESCRIPTIONS," which are all set forth in "ATTACHMENT A." All payments by IHCD shall be made in accordance with the fiscal policies and procedures of the IHCD. Following the expiration or termination of this Agreement, Grantee shall reconcile all costs incurred, through this Agreement, pursuant to instructions set forth in Section 4, Paragraph H, below. However, reimbursement for any Emergency Funds shall be made only after IHCD receives and approves Grantee's signed Budget Form for those Emergency Funds. Grantee must maintain and implement written procedures to minimize the time elapsing between the transfer of funds to Grantee and Grantee's issuance or redemption of checks, warrants, or payments by other means for program purposes.

The amount of funding from all appropriate federal sources that Grantee uses for planning and administration of the STATE LIHEAP shall be a percentage set by IHCD. In no event, however, shall the total amount of funding paid to Grantee under the "ACTIVITY DESCRIPTION" of "ELIGIBILITY" exceed five percent (5%) of the total funding that is actually expended by Grantee for each program year. For households whose regular heating benefit cannot assure service (regulated) or guarantee delivery (bulk fuel), the Grantee must use Crisis Assistance funds to alleviate the situation. Crisis Assistance must guarantee continuation of service or cannot be offered. The Grantee must budget at least eight percent (8%) of the "TOTAL GRANT AMOUNT" under the "ACTIVITY DESCRIPTION" of "CRISIS ASSISTANCE".

The parties agree that IHCD's payment through this Agreement is subject to and conditioned upon the availability of funds. If funds are reduced during the term of this Agreement, IHCD is under no obligation to make payment hereunder, except to the extent that funds are available.

Grantee shall maintain financial and accounting records which identify costs attributable to each "ACTIVITY DESCRIPTION" specified on "ATTACHMENT A." Grantee shall further maintain annual, written, cost methodologies, which identify procedures for attributing costs to each "ACTIVITY DESCRIPTION." More restrictive fiscal accountability may be required of Grantee by IHCD should IHCD determine that Grantee is financially unstable, has a history of poor accountability, or has a management system which does not meet the standards required by the IHCD or the United States Government.

Grantee shall maintain the funds received from IHCD pursuant to this Agreement in an identifiable bookkeeping account and shall use the funds solely for the purposes set forth in this Agreement, in accordance with the terms of this Agreement and "ATTACHMENT A." Grantee agrees to follow generally accepted accounting procedures and practices which sufficiently and properly reflect all costs incurred by Grantee pursuant to this Agreement. Grantee shall manage all funds received through this Agreement in accordance with the applicable cost principles identified in OMB Circulars A-87 (Government Entities) or A-122 (Nonprofit Organizations) as amended from time to time, now reported at 2 C.F.R. §§ 225, 230.

Grantee shall submit to IHCD, at least monthly, properly completed claims for reimbursement for services provided by Grantee under this Agreement. Claims shall be submitted on forms provided by IHCD and pursuant to instructions issued by IHCD.

No costs may be incurred against this Agreement by Grantee before or after the effective period and each program year period previously specified in "ATTACHMENT A." Claims should be submitted to IHCD within forty-five (45) calendar days after the date services are provided. All final claims and reports must be submitted to IHCD within forty-five (45) calendar days after the expiration of each program year period specified in "ATTACHMENT A," or the termination of this Agreement, or IHCD may deny payment.

Grantee shall liquidate all outstanding obligations properly incurred during the term of this Agreement no later than forty-five (45) calendar days after the expiration of each program year period specified in "ATTACHMENT A," or termination of this Agreement.

Grantee shall, upon written demand by IHCD, be required to repay State all sums paid by IHCD to Grantee for which adequate fiscal and/or service delivery documentation is not in existence for any time period audited. If an audit or review of Grantee results in an audit exception or cost disallowance, IHCD shall have the right to set off such amount against current or future allowable claims, demand cash repayment, or withhold payment of current claims in a like amount pending resolution between the parties of any disputed amount.

IHCD may withhold payment to Grantee if a claim submitted by Grantee is inaccurate or if Grantee has not complied with the claim preparation instructions issued by IHCD. IHCD will notify Grantee of any error in the claims submitted so Grantee may make the corrections or revisions necessary for payment.

Grantee shall, upon written demand by IHCD, be required to repay IHCD all sums paid by IHCD to Grantee for which adequate fiscal and/or service delivery documentation is not in existence for any time period audited. If an audit or review of Grantee results in an audit exception or cost disallowance, IHCD shall have the right to set off such amount against current or future allowable claims, demand cash repayment, or withhold payment of current claims in a like amount pending resolution between the parties of any disputed amount.

INELIGIBLE EXPENSES

The Grantee shall promptly repay, out of non-federal or IHCD resources, IHCD for any funds, under this Agreement, that it utilizes for expenses that are deemed “ineligible” by any of the following: IHCD, its employees, or subcontractors or the Program Manual. Accordingly, if a utility vendor refuses to return funds, which are considered an over-payment, the Grantee must repay the amount of the overpayment out of non-federal or IHCD resources.

AUDITS, RECORDS, REPORTS, AND INSPECTIONS

If Grantee expends \$500,000 or more in federal awards during the Grantee’s fiscal year it must submit its single audit to the IHCD within the earlier of thirty (30) days after receipt of the auditor’s report(s), or nine (9) months after the end of the audit period.

If the Grantee expends less than \$500,000 in federal awards it must submit its audited financial statements or 990 (IRS Form 990, Return of Organization Exempt From Income Tax) to IHCD within the earlier of thirty (30) days after receipt of the auditor’s report(s), or nine (9) months after the end of the audit period.

IHCD Approved Auditor. All auditors performing under OMB Circular A-133 “Audits of States, Local Governments, and Non-Profit Organizations” for Grantee must be qualified by the IHCD in order for IHCD to accept the A-133 submitted by the Grantee. The Grantee must contact Director of Operations at IHCD in order to ensure that its auditor meets IHCD’s requirements and/or receive a copy of IHCD’s criteria for auditors.

Sanctions: If Grantee does not adhere to the policies referenced in subparagraphs A and B of this section, at IHCD’s sole discretion, may take appropriate action using sanctions such as:

- (a) Withholding a percentage of this funding until the audit is completed satisfactorily;
- (b) Withholding or disallowing claims;
- (c) Suspending all funding from any IHCD awards until the audit is conducted; or
- (d) Terminating this Agreement.

Grantee shall maintain those books, records, and documents, including, but not limited to, payroll records, banking records, accounting records, and purchase orders, which are sufficient to document Grantee’s financial activities and Grantee’s claims for reimbursement under this Agreement. Further, Grantee shall create, maintain, and provide to IHCD such other statistical

and program reports as are required by the laws, regulations, and policies of the IHCD or the United States Government, including any close-out reports required by IHCD.

The parties agree that prompt compliance by Grantee with a request by IHCD or its contractors to submit program and financial documentation is critical to this Agreement and that a failure of Grantee to comply with any such request could result in immediate suspension of payments hereunder or termination of this Agreement by IHCD.

Grantee shall maintain all records relative hereto during the effective period of this Agreement and for a period of three (3) years from the date Grantee submits to IHCD its final financial status report pursuant to this Agreement, or one (1) year from the resolution of any outstanding administrative, program or fiscal audit question, or legal action, whichever is later. The retention period for records relating to any equipment authorized to be purchased through this Agreement begins on the date of the disposition, replacement, or transfer of such equipment.

The parties agree that IHCD and the United States Government shall have the right to enter the premises of Grantee or any subcontractor of Grantee and inspect or audit any records and property maintained by Grantee or its subcontractors in connection with this Agreement. Grantee and its subcontractors shall make all books, records, and documents that relate to their activities under this Agreement available for inspection, review, and audit when requested by authorized representatives of the IHCD or the United States Government.

The Grantee must provide access to IHCD or any of its duly authorized representatives, or subcontractors to any books, documents, papers, and records of the Grantee which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. The rights of access in this section must not be limited to the required retention period but shall last as long as the records are retained. The Federal Freedom of Information Act (5 U.S.C. 552) does not apply to records unless required by Federal, State, or local law, grantees and subgrantees are not required to permit public access to their records.

Grantee shall ensure the cooperation of its employees, officers, board members, and subcontractors in any review, audit, or inspection conducted by authorized representatives of the IHCD or the United States Government.

Grantee agrees that IHCD has the right to make recommendations and findings in connection with any program or fiscal audit of Grantee's operations related to this Agreement, and Grantee agrees to comply with any corrective actions specified by IHCD, within the time limits established by IHCD.

Following any IHCD monitoring visit to Grantee, IHCD will provide a written report to Grantee. IHCD's report may contain findings, concerns, suggestions and/or specific directions for corrective action by Grantee. In the event that specific corrective action is required, Grantee will have thirty (30) days from the receipt of the directions to comply, unless a different time period for correction is specified by IHCD. A failure of Grantee to comply with IHCD's specific directions will be treated as a breach of this Agreement. In the case of a dispute, IHCD and Grantee will meet at the earliest convenience to resolve the issue in question.

MODIFICATION

The parties agree that due to the uncertain availability of IHCD and/or federally allocated funds, the "TOTAL GRANT AMOUNT" for any program year period specified in "ATTACHMENT A" of this Agreement may be unilaterally decreased by IHCD immediately upon Grantee's receipt of written notice. Notice shall be delivered to Grantee at the address specified in "ATTACHMENT A" by certified or overnight mail, or at IHCD's option by electronic mail. If an Emergency Event occurs, the Emergency Funds may be unilaterally decreased pursuant to this paragraph.

Grantee shall notify IHCD within ten (10) days of any termination of services reimbursable pursuant to this Agreement. In the event of such termination, IHCD may reduce the funding to Grantee set forth in "ATTACHMENT A" in accordance with the procedures specified in Paragraph C of this section.

In accordance with "ATTACHMENT A," should IHCD or Grantee determine that budgeted amounts for any, "ACTIVITY DESCRIPTION," require modification, such changes may not require the execution of a formal amendment, but may be accomplished by written notice from IHCD to Grantee, so long as the changes do not increase the "identified for or specified for each program year period in "ATTACHMENT A."

IHCD may periodically review the availability and the utilization of funds provided by IHCD to Grantee pursuant to this Agreement. After such a review, IHCD may decide to reduce the Grantee's funding allocated hereunder or redistribute its current funding allocated hereunder to another Grantee. IHCD shall give the Grantee ten (10) days' notice of its decision to reduce or redistribute the funding, which notice shall include a statement of reasons for such reduction or redistribution. Grantee may, within the ten (10) day notice period, present to IHCD written documentation explaining why such a reduction or redistribution should not become final. IHCD can decide in its sole discretion, after a review of such documentation, either to implement or to modify its proposed actions.

IHCD may, in its sole discretion, de-obligate and/or re-distribute all or any portion of the Grantee's LIHEAP funding under this Agreement if the Grantee fails to meet the benchmarks listed below:

- Obligating forty-five percent (45%) of the Grantee's LIHEAP funding under this Agreement by December 31, 2015;
- Obligating sixty percent (60%) of the Grantee's LIHEAP funding under this Agreement by February 28, 2016; and
- Obligating seventy-five percent (75%) of the Grantee's LIHEAP funding under this Agreement by April 30, 2016.

Except as set forth in subsection A, D, and E of this Agreement, the parties acknowledge that this contract is subject to modification by mutual Agreement of the parties. Such modifications, if any, shall be set forth in writing and shall become a part of this Agreement. Such modifications shall

also be subject to review upon any subsequent renewal of this Agreement; however, nothing in this Agreement shall be construed as a commitment to execute future Agreements with Grantee or to extend this Agreement in any way.

SUSPENSION AND TERMINATION

This Agreement may be terminated, in whole or in part, by the IHCDCA whenever, for any reason, the IHCDCA determines that such termination is in the best interest of the IHCDCA. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the services or activities properly performed prior to the effective date of termination. The IHCDCA will not be liable for activities or services performed after the effective date of termination.

If IHCDCA determines that any breach of this Agreement by Grantee endangers the life, health, or safety of its employees or agents, or applicants for or recipients of services under this Agreement, IHCDCA may terminate this Agreement by orally notifying Respondent of the termination, followed by the mailing of written notification thereof within three (3) business days specifying the reasons for the termination. Termination pursuant to this paragraph shall become effective at the time of the oral notification.

When the Executive Director of the IHCDCA or the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, the Agreement shall be canceled. Such determination by the Executive Director of the IHCDCA or the Director of the State Budget Agency that funds are not appropriated or otherwise available shall be final and conclusive. Grantee agrees that IHCDCA may terminate this Agreement if Grantee ceases doing business for any reason. IHCDCA will notify Grantee of the termination, in writing, by certified or overnight mail. The termination shall be effective from the date Grantee ceases doing business. The parties acknowledge and agree that this Agreement may be terminated immediately by either party should the other party attempt to assign, transfer, convey, or encumber this Agreement in any way. Any notice of termination pursuant to this paragraph shall be provided in writing to the other party, by certified or overnight mail.

Grantee shall provide written notice to IHCDCA of any change in Grantee's address, legal name or legal status including, but not limited to, a sale or dissolution of Grantee's business. IHCDCA reserves the right to terminate this Agreement should Grantee's legal status change in any way. Termination pursuant to this paragraph shall be effective from the date of the change in Grantee's legal status.

The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in I.C. § 4-2-6 et seq., I.C. § 4-2-7, et. seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, IHCDCA

may, in its sole discretion, terminate this Agreement immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

If this Agreement is terminated pursuant to any paragraph in this section, Grantee shall remit to IHCD, within forty-five (45) days of such termination, any unexpended funds and such other payments received by Grantee determined to be due IHCD. The action of IHCD in accepting any such amount shall not constitute a waiver of any claim that IHCD may otherwise have arising out of this Agreement.

Upon expiration of any program year period specified in "ATTACHMENT A," or termination of this Agreement, IHCD may require that all documents including, but not limited to, client files, data, studies, and reports prepared by Grantee pursuant to this Agreement, and all property purchased by Grantee with state or federal funds under this Agreement, be delivered to IHCD. IHCD may require the transfer of records or property to its own offices or to a designated successor.

IHCD shall provide a full and detailed accounting of any property or records taken from Grantee and shall make any records available to Grantee as necessary for subsequent audit. IHCD and Grantee may negotiate amounts of reimbursement related to Grantee's expenses for a period of closeout. In no event, however, shall IHCD reimburse Grantee an amount exceeding the amounts set forth in "ATTACHMENT A" of this Agreement.

If this Agreement is terminated for any reason, IHCD shall only be liable for payment for services properly provided prior to the effective date of termination. State shall not be liable for any costs incurred by Grantee in reliance upon this Agreement subsequent to the effective date of termination.

CONFIDENTIALITY

The Grantee understands and agrees that data, materials, and information disclosed to the Grantee may contain confidential and protected information. The Grantee covenants that data, material and information gathered, based upon or disclosed to the Grantee for the purpose of this Agreement, will not be disclosed to or discussed with third parties without the prior written consent of IHCD.

The parties acknowledge that the services to be performed by Grantee for IHCD under this Agreement may require or allow access to data, materials, and information containing Social Security numbers or other personal information maintained by or on behalf of IHCD in a computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Grantee and IHCD agree to comply with the provisions of I.C. 4-1-10 and I.C. 4-1-11. If any Social Security number(s) or personal information (as defined in I.C. 4-1-11-3) is/are disclosed by Grantee, Grantee agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Agreement.

INDEMNIFICATION

The Grantee agrees to indemnify, defend, and hold harmless IHCD, its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses arising from or connected with any act or omission of the Grantee and/or its subcontractors, if any, in the performance of this Agreement. IHCD shall not provide such indemnification to the Grantee.

INDEPENDENT CONTRACTOR

Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Except as provided in Section 10, neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Grantee shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Grantee's employees.

INSURANCE AND BONDING

Grantee agrees to provide general liability insurance coverage in sufficient amount to provide adequate coverage in the event of bodily injury or property damage in relation to this Agreement.

If Grantee is a department or division of the State of Indiana, or of a county, municipal, or local government, the foregoing insurance coverages shall not be required; however, Grantee may elect to provide such coverages.

Grantee agrees to provide Workers' Compensation and Unemployment Compensation as required by law.

Grantee must provide IHCD with Certificates of Insurance that illustrate the types of coverage, limits of liability, and expiration dates of Grantee's policies, upon request.

Grantee shall provide a bond or insurance coverage for all persons who will be handling funds or property received or disbursed as a result of this Agreement, or who may carry out the duties specified in this Agreement, in an amount equal to one-half of the total annual funding provided to Grantee through IHCD or \$250,000, whichever is less, to be effective for the period of this Agreement plus three (3) years for purposes of discovery. Grantee's coverage must provide protection against losses resulting from criminal acts and wrongful and negligent performance of the duties specified herein, and specify the State of Indiana as an obligee or additional insured. Grantee shall immediately notify IHCD if said bond or insurance is canceled or modified in amount. In the event of cancellation, IHCD shall make no further disbursements until certification is provided by a bonding or insurance company that the provisions set forth in this section have been satisfied. In the event such verification is not received by IHCD within ten (10)

days of the notice of cancellation, Grantee agrees to return to IHCD the balance of all monies paid to Grantee by IHCD under this Agreement.

FEES

Grantee and its subcontractors shall impose no fees upon the recipients of any services provided through this Agreement except as explicitly authorized by IHCD.

PROGRAM INCOME

Any program income earned by Grantee from activities conducted with funds obtained through this Agreement must be maintained and expended by Grantee in the program from which the funding was derived, in accordance with applicable IHCD and federal program rules, regulations, and policies. Grantee must maintain and provide to IHCD an accounting of all program income earned as a result of funds being provided through this Agreement. Further, Grantee shall expend any program income earned, pursuant to this Agreement, within one year after the expiration of this Agreement.

LICENSING STANDARDS

Grantee agrees to comply, and assures that its employees and subcontractors will comply, with all applicable licensing standards, accrediting standards, and any other standards or criteria which any governmental entity requires of Grantee or its subcontractors to deliver services pursuant to this Agreement. IHCD shall not be required to reimburse Grantee for any services performed when Grantee or its employees or subcontractors are not in compliance with applicable licensing, certifying, or accrediting standards. If licensure, certification, or accreditation expires or is revoked, Grantee agrees to notify IHCD immediately thereof.

WORK STANDARDS

Grantee shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards.

ELIGIBILITY AND APPEALS

The Grantee agrees that the eligibility of individuals who may be provided services with funding through this Agreement shall be determined in accordance with State and Federal eligibility criteria and procedures described in the Program Manual.

The Grantee agrees to maintain procedures in accordance with State and Federal regulations to promptly address complaints and appeals from applicants and recipients of services in accordance with Section §1100 of the Program Manual, and agrees to cooperate fully with the processing of any complaint or appeal.

NON-DISCRIMINATION

Pursuant to the Indiana Civil Rights Law, specifically including I.C. 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this section may be regarded as a material breach of this Agreement, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the IHCD and any applicant or employee of the Grantee or any subcontractor. IHCD is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246. IHCD and the Grantee shall comply with Section 202 of Executive Order 11246, as amended by Executive Order 11375, and as supplemented by 41 C.F.R. § 60-250, and 41 C.F.R. § 60-741, which are incorporated herein by reference.

Grantee further agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), the Drug Abuse Prevention and Treatment Amendments of 1978 (21 U.S.C. § 1101 et seq.), the Public Health Service Act of 1944 (42 U.S.C. §§ 290dd through 290dd-2), and all other non-discrimination regulations of the United States Government to ensure that no person shall, on the grounds of race, age, color, religion, sex, disability, national origin, ancestry, or status as a veteran, be excluded from participating in or denied the benefit of Grantee's services, or otherwise be subjected to discrimination under any program or activity for which Grantee or its subcontractors receive, directly or indirectly, federal or IHCD financial assistance, and Grantee agrees to immediately take measures to effectuate this provision.

The parties agree that any publicity release or other public reference, including media releases, informational pamphlets, etc., relative to the services provided under this Agreement, will clearly state that all services are provided without regard to race, age, color, religion, sex, disability, national origin, ancestry, or status as a veteran.

POLITICAL ACTIVITY

Grantee certifies that the funding provided by IHCD through this Agreement shall not be used to further any type of political or voter activity. Grantee further agrees to comply with applicable provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7326) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds

DRUG-FREE WORKPLACE CERTIFICATION

The Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Grantee will give written notice to IHCD within ten (10) days after receiving actual notice that the Grantee or an employee of the Grantee in the State of Indiana has been convicted of a criminal drug violation occurring in the workplace.

False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Agreement and/or debarment of contracting opportunities with IHCD for up to three (3) years.

In addition to the provisions of the above paragraph, if the "TOTAL GRANT AMOUNT" set forth in this Agreement is in excess of \$25,000.00, the Grantee hereby further agrees that this Agreement is expressly subject to the terms, conditions, and representations of the following certification:

The Grantee certifies and agrees that it will provide a drug-free workplace by:

- (1) Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Establishing a drug-free awareness program to inform employees of (1) the dangers of drug abuse in the workplace; (2) Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs, and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace.
- (3) Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- (4) Notifying in writing the IHCD and the Indiana Department of Administration within ten (10) days after receiving notice from an employee under subparagraph (3) above, or otherwise receiving actual notice of such conviction.
- (5) Within thirty (30) days after receiving notice of a conviction under subparagraph (3) above, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purpose by a federal, state, or local health, law enforcement, or other appropriate agency.
- (6) Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (1) through (5) above.

COMPLIANCE WITH LAWS

The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including, without limitation, and the Immigration and Nationality Act (8 U.S.C. 1101 et seq.), and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Agreement require formal modification.

The Grantee certifies by entering into this Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Agreement suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify IHCD of any such actions. During the term of such actions, the Grantee agrees that IHCD may suspend funding under this Agreement. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and IHCD decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that IHCD may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

The Grantee warrants that the Grantee and any contractors performing work in connection with this Agreement shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for IHCD. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of grant opportunities with IHCD.

The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

As required by IC §5-22-3-7:

The Grantee and any principals of the Grantee certify that:

the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:

IC §24-4.7 [Telephone Solicitation Of Consumers];

IC §24-5-12 [Telephone Solicitations]; or

IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

the Grantee will not violate the terms of IC §24-4.7 for the duration of this Agreement, even if IC §24-4.7 is preempted by federal law.

The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and will not violate the terms of IC §24-4.7 for the duration of this Agreement even if IC §24-4.7 is preempted by federal law.

The Grantee warrants that the Grantee and its subgrantees, if any, shall obtain and maintain all required permits, licenses, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for IHCD. Failure to do so is a material breach and grounds for immediate termination of this Agreement and denial of further work with IHCD.

The Grantee shall also comply with all applicable federal guidance including, without limitation:

- 10 C.F.R. Part 440, as amended;
- 10 C.F.R. Part 440, Appendix A;
- 10 C.F.R. Part 600, as amended;
- OMB Circular A-110;
- OMB Circular A-122; and
- OMB Circular A-133.

DEBARMENT AND SUSPENSION

Grantee certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any federal or state department or agency. The term “principal” for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Grantee.

CONFLICT OF INTEREST

Grantee agrees to comply with applicable provisions of the OMB Circular A-110 and “The Common Rule,” regarding conflicts of interest. Grantee further acknowledges and agrees that no employee, agent, representative, or subcontractor of Grantee who may be in a position to participate in the decision-making process of Grantee or its subcontractors may derive an inappropriate personal or financial interest or benefit from any activity funded through this Agreement, either for himself or for those with whom he has family or business ties. Further, Grantee agrees to maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts and comply with 45 CFR 74.42.

AUTHORITY TO BIND

Notwithstanding anything in this Agreement to the contrary, the signatory for the Grantee represents that s/he has been duly authorized to execute this Agreement on its behalf.

SEVERABILITY

The invalidity of any section, subsection, clause, or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions of the Agreement.

REMEDIES NOT IMPAIRED

No delay or omission of the IHCDCA in exercising any right or remedy available under this Agreement shall impair any such right or remedy, or constitute a waiver of any default or any acquiescence thereto.

WAIVER OF RIGHTS

No right conferred on either party under this Agreement shall be deemed waived, and no breach of this Agreement excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

TAXES

The IHCDCA is exempt from state, federal, and local taxes. The IHCDCA will not be responsible for any taxes levied on the Grantee as a result of this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY

Grantee agrees to comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

EQUAL TREATMENT FOR FAITH-BASED ORGANIZATIONS

In accordance with 45 CFR 87, the Grantee agrees not to engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with financial assistance provided under this Agreement. If the Grantee conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded with direct financial assistance under this Agreement, participation must be voluntary for beneficiaries of the programs or services funded with such assistance.

MEANINGFUL ACCESS TO LIMITED ENGLISH PROFICIENT PERSONS

Persons who, as a result of national origin, do not speak English as their primary language and who have limited ability to speak, read, write, or understand English ("limited English proficient persons" or "LEP") may be entitled to language assistance under Title VI in order to receive a particular service, benefit, or encounter. In accordance with Title VI of the Civil Rights Act of 1964

(Title VI) and its implementing regulations, the Grantee agrees to take reasonable steps to ensure meaningful access to activities for LEP persons. Any of the following actions could constitute “reasonable steps”, depending on the circumstances: acquiring translators to translate vital documents, advertisements, or notices, acquiring interpreters for face to face interviews with LEP persons, placing advertisements and notices in newspapers that serve LEP persons, partnering with other organizations that serve LEP populations to provide interpretation, translation, or dissemination of information regarding the project, hiring bilingual employees or volunteers for outreach and intake activities, contracting with a telephone line interpreter service, etc.

QUALIFIED ALIENS

Qualified Aliens (“as defined below”) are eligible to receive weatherization services. The following persons are considered “Qualified Aliens”:

Legal Permanent Residents

Asylees

Refugees

Aliens paroled into the U.S. for at least one year

Aliens whose deportations are being withheld

Aliens granted conditional entry (prior to April 1, 1980)

Battered alien spouses, battered alien children, the alien parents of battered children, and alien children of battered parents who fit certain criteria

Cuban/Haitian entrants; and

Victims of a severe form of trafficking

Qualified Aliens must be documented in accordance with the procedures set forth in Section 301 of the Indiana Low Income Home Energy Assistance Program Operations Manual, located on IHCD’s Partner Website.

EMPLOYEE ELIGIBILITY VERIFICATION

The Grantee affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

ELIGIBLE BENEFICIARIES

The Grantee shall utilize the funding herein exclusively for any individual who meets the following requirements: (1) has applied for and has been approved for regular LIHEAP benefits, and (2) owns a home.

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(a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and

(b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

ENERGY EFFICIENCY

The Grantee must comply with Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

AUTHORITY TO BIND

The signatory for the Grantee represents that he/she has been duly authorized to execute this Agreement on behalf of the Grantee and has obtained all necessary or applicable approvals to make this Agreement fully binding upon the Grantee when his/her signature is affixed, and accepted by IHCD.

GRANTEE AFFIRMATION CLAUSE

The signatory for Grantee hereby affirms, under the penalty of perjury, that Grantee has not altered, modified, or changed any section, paragraph, or clause of this document, in the form transmitted by IHCD to Grantee for signature, without prior written approval of IHCD.

NON-COLLUSION AND ACCEPTANCE

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

In Witness Whereof, Grantee and the IHCD have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below hereby agree to the terms hereof.

(Grantee): Respondent

By: _____

Printed Name: _____

Title: _____

Date: _____

Indiana Housing and Community Development Authority

By: _____

Printed Name: J. Jacob Sipe

Title: Executive Director

Date: _____

INDIANA HOME ENERGY ASSISTANCE PROGRAM
GRANT AGREEMENT
ATTACHMENT A
October 22, 20XX

Agency's Legal Name:

Agency's Mailing Address:

Agency Grant Contact:

Funding Program: STATE EAP 2014-2015

Statutory Information: I.C. 4-12-1-14.5 and 42 U.S.C §8621 et seq.

IHCDA Grant Number:

Grant Effective Date: 10/1/2015 – 9/30/2016

Grant Amount:

Close out Date (45 days following the close of the grant): 11/15/2016

IHCDA Grant Contact:

IHCDA Phone and Email:

Activity Description	Amount
.1 Eligibility (no more than 5%)	Actual Costs
.2 Regular Assistance	Actual Costs
.3 Crisis Assistance	Actual Costs
GRANT AMOUNT TOTAL	\$XXXXXX.XX

**INDIANA
LOW INCOME HOME ENERGY
ASSISTANCE PROGRAM

PROGRAM OPERATIONS MANUAL
2014-2015**

Prepared By:
Indiana Housing and Community Development Authority
Department of Energy Programs
30 South Meridian Street
Suite 1000
Indianapolis, IN 46204
(317) 232-7777
www.ihcda.in.gov



Indiana Housing & Community Development Authority

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APPENDIX

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Appendix	T	Wood Certificate
Appendix	U	Air Conditioner Affidavit
Appendix	V	EAP Memorandum of Understanding
Appendix	W	EAP Refund Request Form
Appendix	X	Preferred Order of a Client File
Appendix	Y	Sample Waiver Form
Appendix	Z	Emancipation of a Child
Appendix	AA	Sales Tax Guidance from Indiana Dept. of Revenue
Appendix	BB	Crisis
Appendix	CC	2015 EAP Fall Training Questions

SECTION 100 INTRODUCTION

The Low-Income Home Energy Assistance Program (LIHEAP) Block Grant is a non-competitive, federally funded block grant offered through the U.S. Department of Health and Human Services (HHS). The LIHEAP Block Grant funds individual states to assist low-income families with the high cost of their home energy. Since July 1, 2006, the block grant has been administered by the Indiana Housing and Community Development Authority (IHCDA). The program is managed by the agency's Department of Community Programs. Throughout Indiana, this program is known as the **Energy Assistance Program (EAP)**.

Community based organizations are designated by federal regulation and under contract with the IHCDA as the local agencies administering the Energy Assistance Program. The State has designated twenty-four (24) community organizations to serve as primary intake locations, referred to as "Local Service Providers" (LSPs). These locations will take applications in person, through a mail-in process, or through another subcontractor. These organizations are responsible for eligibility determination and timely submission of payment transmittals to vendors. These organizations ensure that the program covers all 92 counties.

The Energy Assistance Program will treat all households equitably when determining eligibility. The program will serve low-income households subject to an energy burden. The program will respond promptly to eligible households with a heating emergency. EAP can provide benefits to off-set the high costs of energy, but does not traditionally have the funds available to pay all of a household's energy costs.

IHCDA will render training and technical assistance to the service providers, as needed or requested. IHCDA hosts an annual training at least 30 days prior to the start of each heating season. Should you have any questions concerning this program, please contact Lynell S. Westbrook, Community Programs Manager at lwestbrook@ihcda.in.gov or (317) 234-5303, or call:

**Indiana Housing and Community Development Authority
Toll Free: 1-800-872-0371**

101 APPLICATION DATES

The Energy Assistance Program will begin sending early mail-in applications to "at-risk" households and/or households determined needing assistance by local LSPs on September 1, 2014. Those approved applications may be entered into the RIAA system starting on September 8, 2014. Beginning October 1, 2014, LSPs can begin taking appointments for the start of the program on November 3, 2014. There will be no early sign-up in October for "at-risk" or crisis households. All interested persons may seek applications beginning November 3, 2014. Agencies should schedule daily appointments as part of their intake process. No transmittals should be sent to utility vendors, nor Applicant Notifications sent to clients, prior to November 1, 2014.

A statewide program ending date for Heating/Crisis Assistance component has been established as May 15, 2015, or when heating funds are depleted, whichever comes first. A Cooling Assistance Program may operate from June 8, 2015 through August 14, 2015 if funds are available. If funds are unavailable to run a statewide program, IHCD will seek Summer assistance alternatives.

102 APPLICATION SITES

A household may apply for Energy Assistance Program through:

- a local LSP serving its county of primary residence
- a Township Trustee or other LSP subcontractor who has received training from their local LSP and has agreed to take applications; or
- the mail-in application process.

IHCD must be informed of all local application sites, addresses, phone numbers, and times of operation by **September 8, 2014**. This information should be included in the agency's Grantee Plan Packet submitted to the Community Programs Analyst.

The LSP, or its subcontractor, is **obligated** to give an application to anyone who requests one. Clients **may not be denied** the right to receive or submit an EAP application to the LSP or any of its subcontractors. The agency will review and determine EAP eligibility based on its available budget.

When the household applies, it is incumbent upon the LSP to make a *timely and accurate* determination of the household's eligibility for benefits. After November 3, households must be notified in writing of their eligibility and the amount of their benefit, or their denial, within ten (10) working days of the application's completion, if the application was taken via an appointment. For mail applications, notification of approval or denial must be completed within 60 days of application completion. Copies of the notification letters, either approval or denial, must be included in the client's file. **Failure to process and distribute benefit notifications may result in monitoring findings.**

103 APPROVED APPLICATIONS

A household applies for benefits on the Energy Programs Application form (State Form 14381). Indiana defines an “application” as submitting a completed Energy Programs application form with the applicant’s signature (or designee), income documentation, utility bills, and verification of dwelling and social security numbers. Application is not setting up an appointment or receiving an application. Once the application has been submitted, the LSP will review for completion, accuracy, eligibility, and approval.

The LSP must ensure that applications are complete and that all applications are signed by the applicant or household representative and the intake worker or authorized signatory of the LSP. If approved, the EAP benefit amount should be determined and recorded on the application. The household is to receive a notification letter for their records showing that they have applied for benefits. The application is not to be sent to the vendor by the LSP. Additionally, all approved households should be given and sign a "**Things for YOU to Remember**" Form (See Appendix A). A signed copy of this form should be placed in each client’s file.

Please note that signed “Things for YOU to Remember” forms are not required for mail-in applications.

The application date is the date the agency receives a completed application. Applications should not be processed without all required information to determine eligibility. If the application is processed prior to the completion, the LSP may be required to pay back a portion or all of the benefit during the monitoring visit. Please see Appendix W for a complete list of required documents.

Applications for staff, board members and/or their relatives are subject to an additional review, as identified in the LSPs Internal Control Policies and Procedures. Please see Appendix WW for relationship definitions for those who require additional review prior to approval (See Program Guidance LI-014-01 in Appendix).

Only approved applicants are protected from disconnection by the moratorium.

The EAP and Weatherization Assistance applications have been combined to ensure that those clients with the highest heating costs but lowest income are referred to Weatherization services. Any household whose application indicates that Weatherization services are needed, such as indicated by a high point total on the 2015 Benefit Matrix scale, must have the application and copies of the income verification passed on to the Weatherization department of the LSP. The agency must identify a weatherization referral on the EAP application.

Any applicant that is at least 150% - of the federal poverty level will complete a separate application for weatherization services.

104 INCOMPLETE APPLICATIONS

An application is considered incomplete if the household has failed to provide all documentation necessary to complete the client eligibility review. Agencies are strongly encouraged to enter incomplete applications into the RIAA database. However, this is not required. If the incomplete application is entered into RIAA, then the agency must retain copies of incomplete applications until the monitoring visit has been completed. The household should receive a letter identifying items that need to be submitted to complete the application and include a timeline for submission. The letter should indicate that the file will be denied if the items are not submitted within 60 days. However, a LSP can deny an incomplete application after seven (7) to ten (10) working days if items are not received. Please note, applicants must submit a new application, with updated income information if their application is incomplete for more than 60 days.

At the end of the heating season, agencies are strongly encouraged to change the application status to “denied” since the application was not processed. To keep track of incomplete applications, the agency should run the Application Status Report in RIAA (See Section 1400 for Reports). Application notes, in RIAA, are also strongly encouraged to assist with quality assurance reviews and monitoring. We strongly encourage the use of Application Notes within RIAA to assist with Quality Assurance Reviews and Monitoring.

105 DENIED APPLICATIONS

If upon completion of the EAP application, a household is found to be over the income guidelines or does not meet other criteria of the Energy Assistance Program, the household is ineligible for EAP benefits. Within ten (10) working days of completing the application, an ineligible household must be notified in writing of the reason(s) for their denial and advised of the right to appeal the decision at the next level. Mailed applications must be notified of denial within sixty (60) days of receipt.

The "**Applicant Notification**" form in Appendix B must be used to notify the applicant of their denial. LSPs must retain documentation of the household's ineligibility and appeal rights notification, in the client's files. (See Appendix B for a copy of the Applicant Notification Letter.) Agencies should retain a copy of the in denied application, at least until the monitoring review has been completed.

An application may be denied for any of the following reason, but not limited to:

1. Household is over income
2. Household does not meet all eligibility criteria
3. Household failed to submit required documents to complete eligibility process

106 LSP EMPLOYEE or SUB-CONTRACTOR APPLICATIONS

Applications from households with members employed by the LSP or any of its subcontractors (i.e. Township Trustee) or by employee's family members or by any board of directors' member, must have their application approved by the Executive Director of the LSP, or the Executive Director's designated staff based on the agency's internal controls. Likewise, any family members of the Executive Director must have their application approved by an active board member.

107 LIFELINE / LINK-UP

Lifeline – Lifeline provides qualified consumers with a discount on monthly service charges for their primary home phone line, even if it is a cell phone.

Link-Up – Link-Up lowers the cost eligible consumers pay for setting up new phone service at their home, including cell phone service.

The Energy Program Application offers clients a reminder to contact their phone carrier for information about this program.

Approved EAP households qualify for Lifeline and Link-Up.

108 MORATORIUM

108.1 Indiana Code on Utility Shutoff Moratorium

The Indiana General Assembly has enacted Indiana Code 8-1-2-121 governing the termination of natural gas and electric service without the customer's request. This law, which first became effective in 1983, states that a utility (municipally-owned, privately-owned or cooperatively-owned) may not, during the period from December 1 through March 15 of any year, terminate residential utility service to any customer who is eligible for and who has applied for the Energy Assistance Program.

Utilities may not disconnect service to EAP recipients if:

- the customer has submitted a complete application and eligibility has been determined by the local LSP or their subcontractor; and/or,
- the customer has furnished proof to the utility provider of his/her application to receive such benefits, or the local LSP has notified the utility in writing.

See the complete Utility Shutoff Moratorium in the Appendix O.

Who is a covered utility?: A covered utility is an electric or gas utility, including a municipally owned, privately owned, or cooperatively owned utility, then the company qualifies as a “utility” for the purposes of the moratorium law. The definition of “municipally owned utility” means every utility owned or operated by any city or town in Indiana. Language within the Indiana state code does not limit moratorium protection based on the type of method service used offered by the regulated utility to provide the beyond electric or gas service.

Who is a customer?: Any person who has agreed to pay for electric or gas services exclusively for residential purposes is a customer. Receipt of an EAP benefit does not affect someone’s status as a customer.

108.2 Moratorium Qualifications

Any household who has qualified for EAP on or after October 1 cannot have its service disconnected between December 1 and March 15. A “qualified” household is defined as a household that has submitted a complete application to its local LSP or designee, and a staff person at the agency has determined or is determining that eligibility meets the program requirements based on household income, number of household members, and utility bills. (See Section 701 for all of the components of a complete application.)

Simply submitting an application does not automatically make a household eligible. If the local LSP does not have sufficient resources to conduct an eligibility review, then the household is not protected.

108.3 Eligibility without Benefits

Once the household has submitted an application and has been deemed or is being deemed eligible for the EAP benefit, the client is protected under the moratorium, whether a benefit has been received or not. Clients deemed eligible for EAP, but do not have a benefit due to insufficient program funds, will be placed in a HOLD status. All clients deemed eligible, but in a HOLD status, will be placed on a report. That report will be submitted to the utility vendors to ensure moratorium protection. (See Section 1400 on Reporting). Once funding is available, clients on the Hold Status Report will be approved, and the vendors will be contacted about EAP benefits.

108.4 Disconnection Prior to December 1

If a utility has negotiated a payment arrangement with a client who has qualified for EAP and that client **violates** that payment arrangement before Dec. 1, the utility has the right to disconnect that client prior to December 1, as that client is not yet protected by the moratorium. If the same client has **active** service as of December 1, the utility may not disconnect that client until March 16.

108.5 Benefit Refusal

A utility vendor may refuse an EAP benefit at any time during the heating season. Benefit refusal does not prevent moratorium protection. A client who has submitted a complete application and is being deemed or has been deemed EAP eligible and has active service on December 1 will receive moratorium protection through March 15.

108.6 Landlord/Tenant Agreements and Moratorium Protection

Based on the utility policy change, utilities are required to be in the name of a household member, age 18 or over, unless the lease agreement requires the utilities to be listed in the landlord’s name. Circumstance may arise where landlords and tenants must create a utility payment arrangement to ensure that the utility bills are paid on time. This policy provides clarification on

moratorium protection when the payment arrangement between the landlord and client is breached.

If the utility is listed in the landlord's name, but the client has breached payment agreement with the landlord, the landlord may request service disconnection during the moratorium period. Though the client was deemed eligible for EAP assistance, the landlord is the customer of record on the utility bill.

If the utility is listed in the client's name, but the landlord has breached the payment agreement, then the client is protected under the moratorium because the client is the customer of record on the utility bill.

108.7 Disconnection during Moratorium

Regulations allow utilities to disconnect service for a customer otherwise covered under the moratorium in the following circumstances:

- If a condition dangerous or hazardous to life, physical safety, or property exists.
- Upon order by any court, the Indiana Utility Regulatory Commission (IURC) or other duly authorized public authority.
- If fraudulent or unauthorized use of electricity or gas is detected, and the utility has reasonable grounds to believe the affected customer is responsible for such use.
- If the utility's regulating or measuring equipment has been tampered with and the utility has reasonable grounds to believe that the affected customer is responsible for such tampering.

SECTION 200 EAP BENEFITS AND SERVICES

Financial eligibility for Energy Assistance benefits (heating, crisis, and summer cooling) is limited to households with a combined annual income at or below **150%** of the current Office of Management and Budget Poverty Guidelines. This is the tenth consecutive year households in Indiana may qualify for assistance with an income up to 150% of poverty.

A new benefit formula was implemented in 1998, which awarded the largest benefits to households with the highest energy costs and the lowest income levels based on family size. The formula was updated for FFY 2012 with the following changes. Thus, heating benefit amounts are calculated by awarding points based on factors within five categories of a benefit matrix. These categories are: **poverty level** based on household size, **dwelling type**, **housing status**, **at-risk (family) status**, and **fuel source**. The amount of the benefit is computed at a rate determined by IHCD based on available funding and awarded on the benefit matrix, plus a regional differential, and an additional \$60 for the secondary utility needed to keep the heating system operational. A household may be eligible for an additional crisis benefit if the regular benefit is not enough to prevent the crisis situation. The client

may receive up to \$200 in crisis assistance for regulated utilities or up to \$400 in crisis assistance for non-regulated utilities, like bulk fuel, oil, or wood.

All renters where heat and electric are included-in-rent will not be eligible for an energy assistance benefit. No cash assistance will be remitted to the clients.

201 HEATING ASSISTANCE BENEFIT LEVELS & HOUSEHOLD INFO

The benefit computation is completed using the **Energy Assistance Program Benefit Matrix** form (see Appendix C). The matrix sections and instructions follow:

201.1 Household Information

Name of Head of Household:	
SSN or Case No.:	County:
Household Income:	Date of Application:

- Enter household and case identification as indicated.

201. 2 Poverty Level Determination

The Poverty Points are determined by comparing the household's income level and size to the Poverty Guidelines. Points range from 2-6 based on where the household falls on the following chart.

HOUSEHOLD SIZE	<50%		<100%		<150%	
	Mo.	Yr.	Mo.	Yr.	Mo.	Yr.
1	486.25	5,835	972.50	11, 670	1,458.75	17,505
2	655.41	7,865	1,310.82	15,730	1,966.23	23,595
3	824.57	9,895	1,649.14	19,790	2,473.71	29,685
4	993.73	11,925	1,987.46	23,850	2,981.19	35,775
5	1,162.89	13,955	2,325.78	27,910	3,488.67	41,865
6	1,332.05	15,985	2,664.10	31,970	3,996.15	47,955
7	1,501.21	18,015	3,002.42	36,030	4,503.63	54,045
8	1,670.37	20,045	3,340.74	40,090	5,011.11	60,135
Add Member	169.16	2,030	338.32	4,060	507.48	6,090
POINTS:	6		4		2	

CATEGORY	FACTORS	POINTS POSSIBLE	POINTS AWARDED
Poverty Points	From Chart Above	2, 4, 6 points	

- Compute the household's gross annual income.

- Locate the point on the chart where the income and household size falls and circle the amount and the number of points to be awarded.
- Enter the number of points on the matrix under Poverty Points.
- Note: The OMB poverty guidelines were updated on July 19, 2014. The poverty guidelines will remain the same during the heating season and change at the start of the summer cooling program on June 8, 2014.

201.3 Dwelling

Dwelling points are awarded based on the relative cost of heating three types of dwellings.

CATEGORY	FACTORS	POINTS POSSIBLE	POINTS AWARDED
Dwelling	Mobile Home	2	
	Single, Site Built	2	
	Duplex or Greater	1	

- Award two (2) points if the household lives in a mobile home;
- Award two (2) points if the household lives in a single, site built dwelling;
- Award one (1) point for households living in a duplex or multiplex (apartments);
- Maximum points are two.

201.4 Housing Status

Housing Status points are awarded to factor in whether the household is responsible for all of its utility costs or receives assistance in meeting those costs. Clients may be classified as subsidized or non-subsidized.

Subsidized housing is defined as a dwelling that is receiving financial assistance from a government funded program toward the monthly rent payment. Rental assistance may include a utility allowance toward the utility monthly bills, but the utility allowance is not required to be considered subsidized.

Rural Development-funded properties are considered subsidized if the funding source provides a monthly rental payment. Other programs that may provide monthly rental assistance are, but not limited to, HOPWA, HOME TBRA, and HOME AGAIN, which are IHCD funded programs. Local municipalities may have their own rental assistance programs that provide a monthly payment amount. Those programs are included as well.

Section 42 funded properties are not considered subsidized. Section 42 clients are eligible for crisis assistance.

CATEGORY	FACTORS	POINTS POSSIBLE	POINTS AWARDED
Housing Status	Non-subsidized Housing	2	
	Subsidized/ Not Included	0	
	Subsidized / Included	0	

- Award two (2) points if the household pays its own heat utility costs (included or not).

- Award zero (0) points if the household pays its own heat utility cost but the rental cost is subsidized.
- Award zero (0) points if the household's heat utility cost is included in their rent and is subsidized.
- Maximum points are two.

201.5 At-Risk

The At-Risk households for the Energy Assistance Program include the elderly (60+), the disabled, and those households with children 0 to 5 years old. (See Section 302.6)

CATEGORY	FACTORS	POINTS POSSIBLE	POINTS AWARDED
At-Risk	Elderly, disabled, and/or children 0-5 years old	3	

- Award three (3) points only if the household has a member who fits one of the At-Risk factor definitions.
- Maximum points are three.

201.6 Fuel Source

Points are awarded for the primary Fuel Source based on the relative costs of heating with the various types of fuel.

CATEGORY	FACTORS	POINTS POSSIBLE	POINTS AWARDED
Fuel Source	Bulk Fuels (Kerosene, LP Gas, Oil, Wood, Coal)	3	
	Natural Gas	2	
	Electric	2	
	Heating Included	0	

- Award three (3) points if the household uses one of the listed bulk fuel sources.
- Award two (2) points if the household heats with natural gas.
- Award two (2) points if the household uses electric heat.
- Note; award zero (0) points if the household uses any one of the heat sources above but has heat included as a part of their rent.
- Maximum points are three.

201.7 Total Points

Total points are used to determine the amount of the EAP benefits.

Notes & Comments: <i>If heat and electric are included in rent, benefit is \$0.</i>		= Total Points	
		X \$20 dollar amount per point	
		+ Electric	\$60
		+ Regional Differential (\$5, South, \$10 Central, \$15 North)	
		+ Crisis EAP	
		+ State EAP Regular (If applicable)	
		+ State EAP Crisis (If applicable)	
Intake Worker:	Date:	= TOTAL EAP BENEFIT	

- Add all of the points in each category for the Total Points.
- Multiply that amount by \$20 per point and enter the subtotal.
- Add the \$60 for the Electric utility, which is already on the form.
- Enter the correct Regional Differential of \$5 for the South region, \$10 for the Central Region, or \$15 for the Northern region. (See Appendix J in back for Regional Map.)
- Enter the amount of any Crisis benefit, which the household is getting. (See Section 202 for Crisis benefit rules.)
- Enter the amount of the regular State EAP benefit, which is only applicable to homeowners.
- Enter the amount of State EAP Crisis, which is only applicable to homeowners. (Homeowners may also return for a second Crisis benefit after Moratorium, agencies should update the matrix at that time.)
- Add the amount of the points from the regular benefit, the electric benefit, the regional differential, the Crisis, and State EAP Regular and Crisis (if applicable) to determine the **Total EAP Benefit**.
- If a household's subsidized or non-subsidized rent payment includes the cost of both the heat and electric utility adjust the household's EAP benefit to \$0.

201.8 Subsidized Households/Utilities Included

If a household's subsidized rent payment includes the cost of the heat and electric utility, the household's EAP benefit is \$0. If the heat and/or electric are paid separately, by the client, that benefit should go directly to the utility. **No crisis dollars should be awarded.**

201.9 Non-Subsidized Households/Utilities Included

If a household's rent payment includes the cost of the heat and electric utility, the household's EAP benefit is \$0. If the heat and/or electric are paid separately, by the client, that benefit should go directly to the utility. **Crisis dollars may be awarded.**

201.10 Completion of the Benefit Matrix Form

Instructions: Complete the form by signing and dating it. Complete the Comments and Notes section as necessary.

202 CRISIS ASSISTANCE BENEFITS

The LIHEAP statute requires that states reserve a reasonable amount of funds each fiscal year for crisis intervention. In Indiana, these funds make up the Crisis Assistance line item in each LSP's budget (See Section 1200) and are reserved thru March 15 each program year. LSPs are required to set aside 10 percent of their budget to assist with crisis applications. Funds budgeted for crisis should be used at the time of application in an energy emergency. For State EAP, clients should receive the crisis benefit at the time of initial application however, clients are allowed to return after 3/15/15, for an additional benefit if there is a new documented crisis (see section 202.1).

202.1 Crisis

Crisis

- A crisis means an **energy emergency** where:
- a household is in imminent danger of disconnection,
- already shut-off,
- is low on heating fuel which is defined as at or below 25% of a tank, or
- is totally out of heating fuel.

A household that is in imminent danger has received a notice for disconnection from a utility vendor or has a low fuel tank, but has not yet been disconnected or actually run out of fuel.

202.2 Life-threatening Crisis

- A life-threatening crisis means an **urgent energy emergency** where:
 - a household is unable to safely reside in their home without active heating or cooling conditions due;
 - Inoperable heating or cooling system,
 - or already being completely shut off or disconnected.

202.3 Crisis Intervention

The LIHEAP statute (42 U.S.C. 8623, Section 2605) requires a timely and effective energy crisis intervention program for households in need of immediate assistance.

Timely Intervention - If the eligible household is experiencing an energy emergency the local LSP and/or its subcontractor must provide intervention that will resolve the crisis **within 48 hours from the time of application**. Assistance must be provided **within 18 hours of the time of the application**, if a life-threatening situation exists. This response must be designed to protect the health and safety of the household members. For the agency's part, the extension of Crisis benefits and other services constitutes a proper response to the emergency. Appointments are scheduled when the first available time slot becomes available, which means some appointments may be scheduled after the crisis timeframe.

Because agencies take applications on an appointment basis, the "time of scheduled appointment" may be later than when the household in crisis contacts the agency. Agency procedures must be in place to address a crisis within the time frames noted above and from the date of the determination by the agency that the household is in crisis. This can be simply accomplished by maintaining open appointment slots each day to address crisis applications.

At minimum, agencies are required to complete the following steps to mitigate a crisis situation.

- 1) Once a household contacts a LSP about a crisis situation, the agency must schedule an appointment with the first available opening in the appointment schedule. When the appointment is scheduled, the agency should advise the household to contact the utility vendor(s) as notification that an EAP appointment has been scheduled and inquire about payment arrangement options until the appointment is completed.
- 2) At the appointment, the agency must ensure that the client submits a completed application to expedite the eligibility process.
- 3) The agency should enter the application to RIAA as a date and time stamp that the application has been submitted. Depending on the level of crisis, the agency has up to 48 hours to mitigate the issue.
- 4) The agency should determine eligibility as soon as the application is completed. The agency should contact the client if the regular and crisis assistance available is not enough to prevent the crisis and additional payments must be made to mitigate the crisis. The agency should ask the client to provide documentation that the payments were made.

- 5) Once eligibility has been determined, the agency must immediately contact the utility vendor and client about EAP approval.

Agencies should have written procedures in place for crises that occur during the weekends when agencies are not open.

Monitoring will be verifying proper application of the written procedures during the monitoring visit.

Intervention Strategies - Appropriate intervention on the agencies part includes, but is not limited to:

- ***Crisis Assistance.*** When households whose regular heating benefit cannot assure service, (regulated) or guarantee delivery (bulk fuel), the agency must use Crisis Assistance funds to alleviate the situation. Crisis Assistance must guarantee continuation of service or not be offered.
- ***Case Work Activities.*** If the authorized heating and crisis benefits cannot resolve the emergency, the agency must provide services to the household to secure additional funds. These services include referrals to other sources of utility assistance, intervention on behalf of the family with utility vendors, providing budget counseling with an emphasis on maintaining rent and utilities.
- ***Case Management.*** Crisis clients should be referred to the EAP Energy Education component. For more extensive intervention with the family, the LSP should have procedures for referrals to the agency's case management component, i.e. Family Development Consultants, or Family Self-Sufficiency caseworkers.

The Indiana program includes additional benefits and services. Though clients receive moratorium protection between December 1 and March 15, agencies should extend crisis benefits consistently during the entire heating season, including the moratorium period.

202.4 Crisis Assistance Benefits for Regulated Utilities

In addition to the regular benefit, the agency may extend up to **\$200** in Crisis Assistance to a household with a **regulated** utility energy emergency as defined above.

The crisis benefit will be based on the family's circumstance at the time of application. The amount of the benefit will be based on the actual amount needed to restore service or prevent disconnection, up to \$200. This applies at any time that the household initially applies; **before, during, or after** the moratorium period.

To calculate the crisis benefit, the agency will take disconnection amount listed on the bill and subtract the amount of the EAP regular benefit. The crisis benefit amount will be the difference, up to \$200 for regulated utilities.

The crisis assistance may be split between the two utilities, as long as the total amount does not exceed \$200 for both utilities.

Families receiving less than the \$200 maximum are not entitled to any additional amount later in the program. This applies even if the household was not originally in an emergency and did not receive any Crisis benefits at the time of the initial application.

202.5 Crisis Assistance Benefits for Unregulated Utilities

In addition to the regular benefit, the agency may extend up to **\$400** in Crisis Assistance to a household with an unregulated utility energy emergency, as defined above.

Households that use bulk fuel vendors **are not** covered by moratorium protection and may be in an energy crisis at any time throughout the winter. Crisis assistance for bulk fuel households may be extended up to the maximum (\$400), anytime from the beginning of the current year's program until May 16th. This includes offering the maximum crisis at time of application to ensure a minimum delivery or prevent the client from coming back for the crisis benefit after the regular benefit is extended. However, clients can receive a regular benefit at the time of application and come back at a later date for the crisis assistance, if necessary and as long as the agency has funds available to offer crisis assistance.

The crisis assistance may be split between the two utilities, as long as the total amount does not exceed \$400 for both utilities.

In the event, that gas prices spike, similar to PY 2014, IHCD may release additional funds for its bulk fuel households, as they are not covered under moratorium. This includes offering an additional benefit to all bulk fuel households.

202.6 Limiters and Metered Households

Some bulk fuel clients have "metered propane tanks". The metered propane tank is a computerized bulk fuel tank that is controlled by a centralized computer system. Clients have an automated delivery schedule based on the amount of fuel in the tank, time since the last delivery, and outside temperature. The client receives a monthly bill that is based on the amount of fuel used within a 30-day window. Clients who fall behind on their monthly bill will receive a notice of disconnection with a disconnection amount. If the disconnection amount is not paid, the tank will be turned off from the centralized computer. The client does not switch to a "cash for delivery" contract. The bill must be paid before the tank is turned back on. Clients with these types of tanks are still considered unregulated and are eligible for up to \$400 crisis assistance. Crisis assistance must be allocated, based on the amount of the bill at the time of application.

Between December 1 and March 15 of any year, EAP clients are protected from disconnection or termination of their residential gas or electric service by a municipally owned, privately owned, or cooperatively owned utility, as stated in Clause 14. Vendors who are classified as municipally owned, privately owned, or cooperatively owned are considered "regulated utilities" under the Low Income Home Energy Assistance Program for Indiana. The language contained in the Indiana Code does not limit moratorium protection based on the method that the regulated utility uses to provide electric or

gas service. Therefore, vendors who render service using limiters, meters and prepaid services must provide moratorium protection to EAP clients as prescribed in IC 8-1-2-121 and the annual EAP memoranda of understanding.

202.7 Budget Plans and Payment Arrangements

Clients with regulated utilities on a budget billing plan are ineligible for crisis assistance since the monthly utility bill is being maintained by a pre-arranged payment plan. If the client breaches that plan, the client must provide a disconnection notice to be eligible for crisis assistance.

Clients who have a payment arrangement with their utilities are ineligible for crisis unless they produce a disconnection notice that the payment arrangement has been breached.

Clients with unregulated utilities who have a budget payment plan are ineligible for crisis. The budget payment plan contract is designed to assist clients with controlling their energy burden. The payment plan ensures that clients receive bulk fuel deliveries on an automated schedule, as opposed to calling when the tank is low.

If a client falls behind on payments to the plan, the payment plan is dissolved and the client is placed on a “cash before delivery” basis. The client should receive a notice stating that the bill is past due and will not receive an automatic tank refill. At this point, the client must submit documentation for crisis up to \$400. Budget payment plan clients are eligible to come back at a later date for crisis assistance, if they provide documentation that they have breached their budget plan agreement.

202.8 Assurance 16 Activities

According to Assurance 16, Energy Assistance Programs may budget up to five percent of their program funds toward outreach, needs assessments, counseling, and activities that encourage households to decrease their energy burden. Agencies are allowed to budget up to three (3) percent of their program funds toward “Program Support”. EAP Program Support funds (See Section 1200) may be used for traditional outreach activities designed to increase awareness of and participation in the program, activities such as:

- Staff activities in the delivery of general information about EAP, as well as other energy-related programs;
- cost of materials such as EAP program pamphlets, energy education information;
- postage for mail-in applications;
- maintenance of seasonal outreach sites; and
- overhead costs associated with these activities.

A goal of the program is to increase the participation of at-risk families, by providing outreach that should be directed toward the elderly, disabled, and households with young children.

EAP funding may be used for a range of social services, everything from short-term crisis intervention to long-term services under the Family Development Plan.

Agencies are encouraged to examine the way in which households are evaluated at intake for further services beyond the provision of the utility assistance benefit and to have in place referral procedures to other areas of the agency, or to other agencies in the community, for delivery of those services.

Assurance 16 (outreach and social services) funds may be used in longer-term activities with Energy Assistance families as established in the LSP Family Development Plan, including case management in the areas of:

Employment	Adult Education
Housing	Health
Transportation	Child Development and Education
Income Maintenance	Nutrition
Support Systems	Family Relations/ Domestic Violence
	Alcohol and Drug Abuse

Many LSPs have been working to strengthen their case management function. Through training and cost allocation, agencies have enhanced their ability to provide social services to EAP households. Through Indiana Family Development Program with INLSP, agencies can develop staff equipped to respond to families in need of case management.

By combining funds such as Community Services Bulk Grant (CSBG), higher reimbursement rates from Housing Choice Voucher's Family Self-Sufficiency, Weatherization client education funding, and other sources, agencies have an opportunity through cost allocation to fund social service positions to work with EAP households on an intensive basis.

An agency that will provide services using the Family Development process, may budget up to 2% of the agency's contract for such activities.

(See Section 1200 for additional requirements for the use of "Program Support" and "Family Development" funds.)

202.9 Energy Education

In 1997, Indiana applied and received REACH funds for an energy conservation program. The program partnered with Quantech, an energy consulting firm in Portland, ME, to measure the cost savings of energy conservation techniques. The energy program was funded from 1997 to 2001. This grant fund program spawned into today's energy education program. In 2012, Indiana received REACH funds to implement an energy education and case management program. This program will track the clients' seasonal utility usage and provide low and no-cost activities that should decrease the percent of household income spent on utilities.

Households who participate in this program should have an approved EAP application. Energy education can be provided in person, virtually or via mail. Each agency should document the

completion of the energy education process thru sign –in sheets and administering an assessment or survey subsequent to the process. The surveys and sign in sheets should be maintained with the client’s file.

For energy education, the agency can budget \$25 per person receiving services.

202.10 Weatherization Assistance Program

Households with income up to 200% of poverty should be completed, and the applicant told that their household may still be able to receive weatherization services. In the RIAA software, agencies must refer these clients to the Indiana Weatherization Assistance Program for additional services and assistance. Clients with no income being referred to the Weatherization Assistance Program must complete a Zero Income Claimant affidavit. This form must be notarized prior to completing the referral.

203 EAP BENEFIT PAYMENTS

EAP benefit payments are made to the utility vendors on behalf of the eligible household for current utility accounts or past due utility accounts. (Transactions involving home energy payments are no longer exempt from the state gross retail sales tax. The LIHEAP sales exemption rule lasted from July 1, 2006 to June 30, 2009.

Vendors include:

- **Regulated Heating and Electric Utilities** who provide electricity and/or natural gas.
- **Bulk Fuel, LP, and other non-regulated vendors** who provide Fuel Oil, LP Gas, Coal, Wood, or Kerosene. The **delivery** fee for LP gas, wood, coal, kerosene, or fuel oil should be part of the benefit.

Vendors are not allowed to deduct sales tax from the LIHEAP benefit. All sales tax should be applied to the client’s utility bill.

When applying benefits, agencies should apply benefits in the following order:

- Regular Benefits
- Crisis Assistance
- State EAP
- State EAP Crisis Assistance
- 2nd State EAP Crisis Assistance (if necessary)

203.1 Application of the Regular EAP Benefit

Once the total benefit amount has been calculated using the Matrix, benefits will be allocated as follows:

- \$60 will be given toward the electric benefit
- The remaining portion of the benefit will be given to the primary heating source

If the primary heating source is total electric, then the entire benefit will be given to the electric utility.

If there is an additional amount owed by the household, on the heating and/or electric source, a crisis benefit may be used to pay it. To be eligible for the crisis benefit, the household must have lost service, or be in danger of losing service by providing a utility bill with a “**disconnect**” amount showing. The allowable crisis benefit is the actual amount needed to maintain or restore service, up to the maximum crisis benefit of \$200 for regulated fuel or \$400 for bulk fuel. The agency must show in the client file how the crisis award was determined.

As with regular benefits, crisis benefits may be used to pay on both the primary and secondary utility. The crisis benefit may be applied to the heat or the electric utility bill, or split among the two as the agency deems appropriate with a total maximum of \$200 offered for regulated customers or \$400 for bulk customers.

The utility must be listed in the name of a household resident, age 18 and older. A household application may be approved only one time during the heating season.

A household must apply at the local office of their primary residence or at another site authorized by the LSP.

The purpose of EAP funds is to ensure that the clients have utility service during the winter months. The agency will ensure that the benefit amount, with crisis, is enough to prevent disconnection and maintain regular service. If the benefit amount including crisis is not enough to prevent a disconnection, the client will be asked to make a payment to the utility vendor for any past due amounts or deposits before the pledge is made. The agency reserves the right to refuse a benefit if the pledge amount is not enough to maintain active service and the client lacks the funds to pay the remaining balance or subsequent deposits.

203.2 Application of Regular Benefits on a Credit Balance

If an applicant household has a credit balance in excess of \$500.00 on one of the **regulated utilities only** at the time of the application, they will not be considered eligible for assistance to that bill until the credit balance is under \$500.00. The client is eligible for the benefit that meets other program requirements. Once the credit balance is under \$500, then the client can come back and request the benefit.

If the client's credit exceeds the \$500 limit for a regulated utility, then the client may request to waive the benefit and add the funds to the other benefit. The waiver must be approved by the agency's Program Manager and a waiver form must be completed. Each agency must create a waiver form. A copy of the waiver must be located in the client's file. Upon approval, it must be explained to the client that he/she will be ineligible for additional benefits until the next program year.

If the client has a credit balance on the **unregulated utilities**, the client is eligible for both the heating and electric benefits, regardless of the credit balance. A sample waiver can found at Appendix X.

203.3 Application of Regular Benefits on an Inoperable Heating Source

If the heating source for which the home is designed is not operable either due to disconnection or mechanical failure, the regular benefit should not be provided to the applicant, even if they are heating with electric space heaters or other unsafe alternatives. The client is eligible for the electric credit only.

In these instances, the client may not waive the heating benefit in order to receive a larger electric benefit. If the heating source is later deemed operable, during the program year, the client may return for the regular benefit for which they qualified.

203.4 Application of Regular Benefits on Replacement Heating Source

If the client replaces the heating source for which the home was designed with a new primary heating source, the household may receive the regular benefit. *For example, client no longer heats with an LP furnace and has installed an electric baseboard heating system. The household must provide documentation, such as a receipt for installation, if applicable.*

All primary heating source changes are subject to verification and households who change their heating source multiple times within a five-year period may be asked for additional documentation.

203.5 Electric Utility Payments

Even though a household may not depend on electricity as a source of heat, it is generally required to operate the heating appliance. Thus, to maintain heat it is important that the electric utility also be kept on. The benefit matrix adds \$60 for the electricity.

In the instance that a household does not have electric service, the household is not eligible for the additional electric benefit.

It is the intent of the program that \$60 be the amount allocated from the regular benefit to the electric utility. The agency may not apply more regular benefit dollars to the electric utility and less to the heat.

However, up to the maximum of \$200 for regulated utilities (or \$400 for a bulk fuel heated household) in crisis benefits may be applied to the electric utility if it is not the primary heat source and the crisis amount is warranted. Again, the agency must show in the client file how the crisis award was determined.

203.6 Heating with Wood

For eligible households using wood as their primary heating source, agencies should ensure that households receiving wood meet the following criteria.

- Wood: all wood vended for EAP must be of a good density, such as cherry, hickory, oak, beech, birch, and ash. Types of wood not recommended are maple, elm, gum, sassafras, tulip, aspen, white pine, or poplar. In addition to these woods, IHCD recommends that no green wood in more than 1/3 to 2/3 seasoned ratios be accepted for delivery to a household.
- Rick: a measurement which is 4' x 8' by 16" - 20" deep.
- Seasoned Wood: at least one year old and dry.

Wood costs are not covered when it is a supplemental heat source.

Clients who heat with wood must be issued a "wood certificate" or voucher by the agency. This would allow the client to select a vendor of their choice. The client and vendor would then complete the "wood certificate" upon product delivery, and the vendor would return the voucher to the agency for payment.

Applicants who cut their own wood are **not eligible** for heating assistance benefits

204 EAP BENEFIT - UNALLOWABLE PAYMENTS

Energy Assistance payments may not be made for the following utility-related expenses:

- utility reconnection fees or deposit fees;
- past-due bulk fuel bills (unless payment of the past due bill prevents an immediate crisis delivery to the household);
- water or sewage bill;
- direct rent payments;
- tampering charges;
- outdoor security lights;
- appliance service programs charged to the utility bills;

- appliance payments; or to a business account (see 304.12)
- an account that will not be active for at least 30 days.

204.1 Limits on Arrears Payments

The energy assistance benefit may not be applied to that portion of a household's utility bill, which is in arrears over one year from October 1st of the current program year. The LSP EAP program manager may waive this rule. The reason for the waiver is to be documented in the case file.

205 DOCUMENTATION OF UTILITY PAYMENTS

Households applying for the Energy Assistance Program must show a utility bill as a part of documenting their need. This bill must become part of the applicant's file. The utility must be listed in the name of a household resident over age 18 years or older. There are three exceptions to this rule: (1) the utilities are listed in the name of a legal power of attorney; (2) lease or landlord affidavit states that the utilities must be listed in the landlord's name; or (3) the client is mentally or physically disabled and the utilities are handled by a company or service that pays for all of the client's needs.

If the utility is listed in the name of a power of attorney, then the client must submit a copy of the legal documentation designating the power of attorney. The copy should be retained in the client's file. To be considered a valid power of attorney in the state of Indiana, the paperwork should contain the following information:

- (1) Be in writing.
- (2) Name an attorney in fact.
- (3) Give the attorney in fact the power to act on behalf of the principal.
- (4) Be signed by the principal or at the principal's direction in the presence of a notary public.
- (5) In the case of a power of attorney signed at the direction of the principal, the notary must state that the individual who signed the power of attorney on behalf of the principal did so at the principal's direction.

If a household claims that the utility payment is included in the rent, a lease agreement or contract with the landlord stating the landlord's name, address, telephone number, and who is responsible for utilities, is required. If a lease or contract is not available, a Landlord Affidavit must be completed. (See Appendix D for a sample of a **Landlord Affidavit**.) The lease agreement, contract copy, or Landlord Affidavit, must be attached to the application form and retained in the client's file. Intake staff must verify that this information has been submitted and is included in the client's file.

All rental applicants must provide a lease agreement or Landlord Affidavit. A collateral contact by phone to the landlord or management company for verification will be allowable if the household is in a crisis situation.

All utilities should be listed in the name of a household resident. If one utility (either electric or primary heating source) is not listed in the name of a household resident, landlord, or power of attorney, then the client will be ineligible for that utility benefit until the name is switched to a

household resident. That benefit cannot be waived. This utility is not eligible for moratorium protection because it does not meet program requirements for approval. The client is eligible for the utility benefit that meets the program requirements and is covered by moratorium protection.

Some bulk fuel vendors may refuse to supply documentation for unregulated utilities. Agencies must provide notes to the client's file that they requested a copy of a receipt or bill, but the request was denied.

206 RENTERS

206.1 Equitable Treatment of Renters

The 1995 Federal LIHEAP reauthorization, and program amendments governing the Energy Assistance Program, clearly states that renters and homeowners must be treated equitably in the determination of energy assistance needs and eligibility.

Households who rent are eligible for the Energy Assistance Program, if they are income eligible and are:

- responsible for payment of heat and/or electric utilities separate from their rent

However, if a household's rent payment includes the cost of the heat and electric, the household does not have an energy burden and their benefit will be zero (0).

206.2 Direct Benefit Payments

EAP no longer makes direct utility payments to individual households.

In the case of a household, where the heat is included in rent and electric is paid separately, no check will be sent to the client for heat but a \$60 payment is to be made by transmittal to the electric utility.

Conversely, if the electric cost is included in the rent and the heat is paid separately, a direct check will not be sent to the client for electric, but a payment determined by the matrix is to be made by transmittal to the heating vendor.

Utilities that are ineligible for assistance may not be waived and transferred to the other utility listed on the bill.

207 BENEFIT REFUNDS and OVERPAYMENTS

A refund occurs because a benefit was paid, but the account closed and left a credit. This money is due back to the client from the utility vendor.

If a household moves out of the service area of the current utility company, leaving a credit on the utility bill, which was paid by the Energy Assistance Program, the remaining amount is to be refunded

by the utility company to the household. Funds may return to the utility vendors because the client did not provide a forwarding address. The remaining benefits must be returned to IHCD. If the client does not contact IHCD for the credit within 90 days of the receipt from the utility vendor, the refund will be reinvested into the Energy Assistance Program and used to fund additional benefits for other clients.

If the client contacts IHCD for the credit within 90 days of receipt, the client must provide new utility information. The credit will be sent to the new utility vendor. If the client states that he/she no longer has utilities, then the credit will be sent to the client. The client must complete and notarize the refund request form (located in Appendix V). Refunds can take up to two weeks for processing, upon receipt of the completed form.

In case of the death of a recipient, the remaining utility credit becomes a part of the deceased's estate. The estate has up to 90 days from the client's date of death to request the refund. The client's estate must complete and notarize a refund request form (located in Appendix V). Refunds can take up to two weeks for processing, upon receipt of the completed form.

After application, if a household moves out of the services area of their utility company, or otherwise leaves an open account with a balance due, then the EAP benefit may be applied to the balance before any credit is returned to the LSP. It is not the intent of the program to pay on a closed or disconnected account.

An overpayment occurs when it is found that a client was overpaid. There are funds that need to be returned to the program. The funds are removed from the client's account and returned to IHCD from the utility vendor. The money is not due to the client, nor does it get added back into the agency's budget. Instead, the funds are used to fund other program activities. To collect these funds, agencies will submit an overpayment remittance in RIAA (formerly negative transmittal) as notification for payment. The utility vendor will send the payment along with the remittance to IHCD. (See Section 600 of the manual about Overpayments)

SECTION 300 ELIGIBILITY AND INCOME STANDARDS

301 RESIDENCY AND CITIZENSHIP REQUIREMENT

The applicant must reside in the State of Indiana at the time of application and for at least one month (or 30 days) of the current heating to be eligible for the Energy Assistance Program.

Current verification of residency and service address must be verified at each application and reapplication for benefits. These two addresses must match to qualify for benefits.

Possible verification sources are as follows (**not all inclusive**):

- Valid Indiana Driver's License with current address
 - Rental/Lease agreement listing the applicant's name and current residence
 - Completed Landlord Affidavit form (if applicable)
 - Employer's statement or pay stub listing residence address
- In addition to the above criteria, all members of the household must be United States (U.S.) citizens, U.S. Nationals or qualified aliens.
- A United States citizen is someone born in:
 - One of the 50 states
 - The District of Columbia
 - Puerto Rico
 - Guam
 - The Virgin Islands
 - The Northern Mariana Islands
 - A United States National is someone born in:
 - America Samoa
 - Swain's Island
 - To verify a household member is a U.S. Citizen or National, use any of the following documents:
 - Birth Certificate
 - U.S. Passport
 - Report of Birth Abroad of a Citizen of the U.S. (FS-240) issued by the Dept. of State
 - Certification of Birth (FS-545) issued by a Foreign Service post
 - U.S. Citizens I.D. card (I-197) issued by the Bureau of Citizenship and Immigration Services (BCIS)
 - Certificate of Naturalization (N-550 or N-570) issued by BCIS
 - Certificate of Citizenship (N-560 or N-561) issued by BCIS
 - Northern Marianas I.D. card (I-873) issued by BCIS
 - Statement provided by the U.S. consular official certifying the individual is a citizen.

There are secondary sources of verification which may include religious records, U.S. civil service employment records dated before June 1, 1976, early school records, census records, adoption papers, and any other document establishing or denoting a place of birth.

Non-citizens must provide documentation verifying Resident Alien status to be eligible for EAP benefits. The federal government considers the following to be qualified aliens:

- An alien legally admitted for Permanent Resident Alien Status. I-151, commonly referred to as a "*green card*".
- An alien granted asylum. Documentation: I-94 or INS letter

- A refugee admitted to the United States. Documentation: I-94 “Arrival Departure Record”.
- An alien paroled in the United States. Documentation: I-94 “Arrival Departure Record”.
- An alien whose departure is being withheld. Documentation: I-94 and/or order from an immigrations court judge.
- An alien granted conditional entry. Documentation: I-94 “Arrival Departure Record”.
- An alien who is a Cuban/Haitian entrant. Documentation: I-151 “*green card*”.
- An alien who is a battered spouse or child. Documentation: 1) Veteran-proof of legal entrance in U.S. DD-214 or poof of active military service, birth/marriage certificate; 2) Other-Approval Notice of “Notice of Prima Facie Case” under the 1994 Violence Against Women Act (VAWA).

301.1 Social Security

A Social Security number (SSN) is required for all persons in the household age one (1) and older. If not provided, the household is ineligible for assistance until every person provides the information.

A SSN can be verified by viewing the SS card, another federal form with the full social security number printed on it, pay stub, or SSA benefit letter. An intentionally invalid SSN entry is unacceptable.

An agency should assist applicants to apply for social security numbers.

The web site for the SSN application form and instructions for applying for a new social security number can be found at: <http://www.ssa.gov/online/forms.html> (Form SS-5 Application for a Social Security Card).

When a household member exists and cannot provide the intake worker with an SSN at time of application: Enter the household member, fill the space with nines or zeros, and leave the application in pending status until the SSN is verified.

However, after 30 days of application, if the household has not provided SSNs for all eligible household members, a denial letter should be generated. The entire household is ineligible for Energy Assistance if any member fails or refuses to provide or verify their SSN or provide proof of application for a SSN.

Individual Tax Identification Numbers (ITIN) numbers cannot be used in lieu of a social security number. Tax forms, such as a 1040, prepared by the client or a third party cannot be used to valid SSN information for any household members.

According to the Social Security Administration, noncitizens may apply for a Social Security number if they have permission to work in the United States by the Department of Homeland Security. SSN documentation that read, “Authorized for work use only,” are acceptable.

All LSPs are required to retain a copy of the documentation used to verify the SSN. The documentation may be stored in the eligibility file or a separate file. However, the agency must strike out all but the last four digits of the SSN, if the copy is retained in the eligibility file.

Note other forms of SSN verification allowed are listed below (See section 705.1):

- A letter from the Social Security Administration
- A Social Security benefit letter is acceptable, as long as the full number is provided and a photo identification card is reviewed
- Documentation from another categorically eligible program, as long as the full number for each household member is listed and a photo identification card for the adults in the household is reviewed, such as, but not limited to:
 - Medicare Benefit Identification,
 - FSSA benefit letter,
 - Military or Government Identification or Benefit Statement and
 - W-2 or 1099

All LSPs are required to retain a copy of the documentation used to verify the SSN. The documentation may be stored in the eligibility file or a separate file. However, the agency must strike out all but the last four digits of the SSN, if the copy is retained in the eligibility file. If documentation from another categorically eligible program is used, LSP must retain a copy of the alternative document used and a of the applicant's driver's license or photo identification (See Section 700).
Note: Tax forms, other than a W-2, are not an acceptable form for SSN verification.

302 EAP OPERATING DEFINITIONS

302.1 Household

A household means any individual or group of individuals who are living together as one economic unit for whom residential energy is customarily purchased in common or who make undesignated payments for energy in the form of rent.

Households **do not** include people residing in hospitals or medical institutions, homeless shelters, alcohol or drug treatment centers, battered women and children shelters, transitional dwellings, group homes, or correctional institutions.

Households **do** include people residing in rented or purchased dwellings.

302.2 Head of Household

The head of household is determined to be the person who has the most income based on the agency's income calculations for EAP at the time of application. This is especially important when accepting an elderly application where an additional non-elderly household member declares a larger income. The head of household would change accordingly.

302.3 Energy Burden

Energy Burden is defined as the ratio of the cost of a household's energy divided by their income (*percent* of income spent on energy costs). Through the benefit matrix, various factors are used to determine the EAP benefit based on this ratio and other considerations. In order to qualify for EAP the household must have an energy burden. Therefore a household that cannot establish that it pays a direct utility cost is categorically ineligible for EAP. Residents who pay neither rent nor fuel costs because of an in-kind rental agreement do not qualify.

302.4 Disabled

Disabled means the inability to engage in any substantial, gainful activity, by reason of any medically determinable physical or mental impairment which can be expected to result in death, or which has lasted or can be expected to last for a continuous period of 12 months or longer.

A person may be determined to meet this definition through various methods. The most desirable verification is verification and receipt of benefits by the Social Security Administration (SSA). A household member may automatically be considered disabled if he/she receives one or more of the following benefits:

- Supplemental Security Income (SSI),
- Social Security Disability payments
- Veterans Disability
- Railroad Retirement Disability
- Vocational Rehabilitation Services
- Black Lung Disability
- Medicaid Disability
- Medical Assistance for Aged, Blind, and
- Disabled (MAABD)

Disabled Household: A household with any member meeting the definition of Disabled above is counted as a Disabled Household for EAP statistical purposes. Disabled clients may receive Social Security Disability Income (SSDI) or Supplemental Security Income (SSI).

SSDI are earned benefits that are paid to clients with physical and mental impairment that will prevent them from working for at least 12 months or will end in death or the blind. The clients have worked and paid Social Security taxes long enough to qualify. These benefits can be paid to a child or spouse upon death of the client.

SSI benefits are paid to low-income clients who are 65 or older without disabilities but meet the financial limits, disabled adults based on the definition of SSDI, the blind, or children that are blind. This program is designed for people with very limited income and assets.

A client may present a doctor's statement that he/she is disabled. This form of verification is allowable, but is the least desirable. The doctor's statement must indicate that the client is unable to engage in any substantial, gainful activity, by reason of any medically determinable physical or mental impairment which can be expected to result in death, or which has lasted or can be expected to last for a continuous period of 12 months or longer.

If the client presents a doctor's disability statement, then the client must provide a pending SSA application or appeal for benefits. Clients who claim zero income for 12 months must complete an Income Verification Worksheet and provide a wage inquiry.

302.5 Elderly

Elderly means persons 60 years of age or older.

Elderly Household: For EAP statistical purposes the household is defined as an Elderly Household when any member of the household is 60 years of age or older. If an elderly household member is also disabled, the household is counted as *Elderly*, for EAP statistical purposes.

302.6 At-Risk Households

A household is considered At-Risk if it has one or more members in the following categories: elderly, disabled, or a child age zero (0) to five (5) years old. These factors are considered in the benefit determination because they identify households with the highest priority energy needs, as defined in the LIHEAP statute.

302.7 Household Income

The household income is the gross earned income and other unearned income received by all household members age 18 and above during the eligibility determination period. Income means any includable types of payment that is a gain or benefit to the household. All income must be counted unless the income falls within the category of "Income Exclusions". (See Section 500.)

When a household member has turned 18, any time during the year, that member's full, annualized income is determined using the standard formulas in Section 303, Income Computations. If the household member is 18, but still in high school or college full time, then the household member must present a current report card, school schedule, or letter of attendance. The income is not counted for the high school. The income for the college student is counted, if the household requests it. (See Section 504.2) If household member (up to age 18) emancipates, starts a new household and becomes a working adult, then that emancipated person becomes an adult, and the income is counted. (See Appendix Y for a copy of the Indiana Code about Emancipation of a Child.)

302.8 Poverty Level

The terms poverty level and poverty guidelines refer to the federal poverty levels established and revised annually by the Office of Management and Budget. Indiana uses 150 percent, updated by the Office of Management and Budget (updated January 2012). The guidelines are generally updated in January of each fiscal year. However, the updated figures are not implemented for purposes of the Indiana Energy Assistance Program until October 1st of the next fiscal year and changed on June 1st for the summer cooling assistance program, if made available by the federal government.

303 Income Computations

The total household income is used to determine financial eligibility for benefits. Households are eligible with an income of 150% of poverty or less. The income computation is used to compute points on the benefit matrix.

All income should be documented on the Income Verification Worksheet or using the RIAA Calculator.

303.1 Computation of Earned Income

Earned income (See Section 401.1) or fluctuating income must be verified by the following method and converted to an annual figure for the eligibility determination:

- Twelve (12) months of income directly preceding the application date and must include the month of application.
- This income should be documented in Section 3 of the Income Verification Worksheet.

Income may be verified using one of several sources to include: a paystub, wage inquiry, or written statement from an employer.

To calculate income using a paystub, use the following formula:

Step 1: Gross year to date income is divided by the pay month. This total equals the estimated monthly income

Step 2: Take the estimated monthly income amount times 12 (months). This total is the annual income amount.

Please note: If the pay month is December, take the gross year to date income only.

To calculate using a wage inquiry, use the quarters that correspond to 12 months prior to the application date. Wages are listed by quarter and year. The first number is the quarter, and the second number is the year that wages were reported. See the following example.

- 1/4- First Quarter 2014 or January through March
- 2/4-Second Quarter 2014 or April through June
- 3/3-Third Quarter 2013 or July through September
- 4/3-Fourth Quarter 2013 or October through December

If there is an instance where you need one or two months instead of the entire quarter:

Step 1: Take the total amount of all income listed for that quarter.

Step 2: Divide the quarter by three (3), or three months

Step 3: Multiply that amount times the number of months needed (one or two)

Do not split months in half and do not split quarters into weeks or days.

303.2 Computation of Unearned Income

Unearned (See Section 401.2), fixed or non-fluctuating income may be computed in the method above, or by:

- Computing the annual income based on the current month's income times twelve (12).
- This information should be documented in Section 3 of the Income Verification Worksheet, or using the income calculator in RIAA.

If a client receives a cost of living or payment increase, you will need to adjust this income calculation. You must use this income calculation:

Step 1: Take the original amount times the number of months received

Step 2: Take the new monthly amount times the number of months received

Step 3: Add these two totals together

For example, social security recipients may get a cost of living increase in January of each year. You will take income received through December at one amount and income received starting in January at the new amount.

Note: All income should be calculated based on the application date (for appointments) or the receipt date (for mail-in applications). Therefore, use the documentation provided by the client. If the agency receives all of the documentation after the mail application has been received, the application date should be the date that all of the documentation was received.

304 HOUSEHOLD UNIT CONSIDERATIONS

304.1 Births

Household members born any time during the twelve (12) months prior to the date of application shall be counted as members of the household for the entire twelve (12) months. If a household member is pregnant and can provide a medical statement that the child will be born prior to May 15, 2015 then the unborn child may be counted as a household member.

Similarly, for a new Summer Cooling Program applicant, a child projected to be born prior to August 31, 2015 may be counted as a household member.

The household is awarded points under the At-Risk category based on this child.

To consider a newborn under the age of 1, without a social security card, as a household member, a verification of birth must be presented.

304.2 Roomers and Boarders

Roomers and boarders are persons renting space within the residence of the energy assistance applicant who do not have separate kitchen and bathing facilities. These persons are counted as household members, and their income is included on the application.

304.3 Full-time College Students

A full-time college student, up to age 23, who is a dependent of a member of the household, may be excluded from the household if the applicant chooses. This means that the person would not be counted as a household member nor would their income be counted. Proof of the student's full-time status must be provided. A full-time student must provide a schedule or letter that he/she is enrolled for 12 credit hours or more per semester. The student must also be declared as a dependent of the household's most recent income tax forms.

304.4 Death of a Household Member

If a household member died during the 12 months prior to the date of application, the deceased member should neither be counted as a household member, nor should his/her income for the twelve (12) month eligibility period be considered.

304.5 Divorce/ Legal Separation

If a man and woman can prove that they have been legally divorced or separated within the past twelve (12) months, then income from the absent spouse may be excluded and the remaining spouse counted as a single person for the full twelve (12) months prior to application.

Proof in the form of a divorce or separation decree, documented proof of a permanent residence for the absent spouse, verification of separation from a member of the clergy or an attorney, or verification from the local DFR office, Township Trustee, or a reliable collateral contact (This may be a completed Landlord Affidavit for renters). If proof cannot be shown the spouse must be counted as a household member and all income must be counted.

304.6 Drop-In Household Guests

A drop-in guest is defined as:

- an unexpected or casual visitor; or
- family members, friends, etc., who have resided in the household less than three (3) months and who the applicant certifies will be in the home less than three (3) months of a twelve (12) month period.

Drop-in guests are not to be included on the application. Drop-in guests are not counted as a member of the household or as part of the income calculations. If an applicant wishes to count a drop-in guest as a part of the household, the applicant must wait and apply after the guest has reached the 3-month requirement.

Conversely, if a person resides or is expected to reside in the household more than three (3) consecutive months, that person should be considered as any other household member.

If there is a question on the part of the agency as to the status of any household member the agency may require a collateral contact. This could be in the form of a note or statement from a neighbor, friend or relative as to the living situation of the person(s) in question.

304.7 Marriages

If a household member marries during the twelve (12) months prior to application, their spouse should be included as a household member on the application. The spouse's income is counted fully in the eligibility determination.

304.8 Nursing Home Residents

If a family member is currently in a nursing home and has been there more than three (3) of the twelve (12) month application period, he/she should neither be included on the application, nor should his/her income be counted.

304.9 Foster Children

The household may be given a choice to count foster children in the household. If they are counted then the stipend received for the children is also counted as household income.

304.10 Adopted Children

Starting in October 2012, children who have been adopted must be counted as a part of the household. Any assistance or stipend received for those children should be counted as household income.

304.11 Absent Household Member

An absent adult is defined as one or more of the following:

- An adult not listed on the application; however, the name is present on the utility or lease as a co-applicant for credit purposes.
- An adult currently residing in a correctional facility
- An adult currently away from the household fulfilling military duty
- An adult living in a hospice, hospital, or medical facility for longer than 90 days

The household must provide proof of residence for anyone listed on the lease or utility bill, but does not reside in the household. This documentation must confirm that the name listed resides at another address and should not be included on the EAP application.

Proof of residence for the absent household member may include: a letter from the medical or correctional facility, a lease or mortgage document, a bank or credit card statement, utility bill or other documentation with a current address. Hand written notes are not acceptable and the date of the documentation must be within the last 90 days.

304.12 Home Business Owners

Applicants, who operate a business with the same physical address as their primary residence, must provide proof of a separate meter for its business operations or evidence that the residence is not used solely for the purpose of the business. If the business utilizes only a portion of the residence, the client may qualify for LIHEAP benefits if the household is income eligible.

If review of the self-employed individuals 1040 Form, Schedule C reveals that the household has taken its allowable utility deduction, as an expense, the deduction must be added back to the adjusted gross income (AGI or Line 37). Thereafter, the household must be income eligible after the utility deduction is added back to its AGI.

If the household presents a utility bill coded as a commercial account, the household is ineligible for LIHEAP.

SECTION 400 INCOME SOURCES AND DOCUMENTATION

It is the household's responsibility to provide accurate documentation of income. It is the agency's responsibility to assess the adequacy of that documentation and provide the applicant with a list of additional documentation needed to determine eligibility for benefits.

Intake staff will encounter various forms of income documentation, as described in Section 402. The worker should use their judgment, with opinions from their supervisors, in accepting or rejecting specific forms of verification. Most importantly, workers should indicate, in writing to the case file, the reason for accepting documentation that may be considered less than ideal.

401 INCOME

The household income is the total income received by all household members age 18 and above, during the application period. This distinction is used on the benefit matrix to determine the total points for benefits. (See Section 504.2)

401.1 Earned Income

Earned income is payment received as a result of a person's work, including but not limited to:

- wages (including wages from sheltered workshop employment);
- salary, tips, bonuses, commissions;
- self-employment income;
- income from rental of property;
- profit from a business;
- blood plasma payments; and
- other taxable income.

401.2 Unearned Income

Unearned Income is payment for which there is no corresponding performance of work or services, including but not limited to:

- Worker's compensation;
- cash assistance payments such as Supplemental Security Income (SSI), Temporary Assistance to Needy Families (TANF), Unemployment Compensation Benefits (UCB);
- disability payments such as Social Security Disability, Veterans Disability;
- annuities, pensions and other retirement payments such as private retirement plans;
- Social Security (SS);
- alimony payments;
- strike benefits;
- profits or gains from the sale of assets;
- proceeds from insurance settlements;

- winnings, prizes, and awards;
- gifts and inheritances;
- contributions directly paid to a household member; and
- other unearned income.

Because most of unearned benefits remain the same in a given year, they are frequently referred to as “**fixed**” income.

Lump sum Social Security and Supplemental Security Income (SSI) payments may be excluded from income calculations (See Section 502.3).

401.3 Zero Income Claimants

A zero income claimant is an applicant that declares he or she has received no earned, unearned, or incidental income during the 12 months prior to the application date. Each person over age 18 that claims no income for 12 months must validate that no income was earned and how living expenses were met during that period.

Each zero income claimant in the household, ages 18 and older, must complete the *Zero Income Claimant Form* to confirm that there were no wages and how living expenses were met. In addition to completing the form, each claimant must provide supporting documentation to corroborate that no income was earned. This supporting documentation can be: a wage inquiry from the Department of Workforce Development or a signed statement from another social service agency attesting to that person’s situation. If validation from a social service agency is not attainable, then the EAP Program must approve the usage of verification from a relative, a neighbor, or a friend substantiating the person’s situation.

The *Zero Income Claimant Form* is located in Appendix R. All zero income claimants must complete this verification form and provide supporting documentation to confirm that no income was earned. Once the zero income claimant has provided sufficient documentation, then the LSP may proceed to serve the household.

If upon further inspection by the LSP, IHCD Staff, or EAP Program Monitors, it is discovered that the household has unreported income resulting in a change to the applicant’s income, then the benefit will be reduced by the amount of income that was discovered. If the unreported income exceeds the Poverty Guidelines, then the LSP must attempt to stop the assistance payment. If assistance has already been given by the vendor, then the LSP must notify the household, in writing, of the ineligibility and submit an overpayment remittance to recoup the funds from the utility vendor.

Zero income claimants should be given a priority in case management services offered by the agency under EAP Family Development or other programs.

402 TYPES OF EARNED INCOME AND DOCUMENTATION

The following section outlines the different types of earned income and the proper documentation needed for their verification.

402.1 Employment Income

Employment income includes all gross wages, salaries, commissions, bonuses, profit sharing, cashed out vacation or sick pay, and tips of an employee. There are several allowable forms of documentation to verify employment (see Section 303 regarding the methods of computing gross income), including:

- pay stubs identifying the person whose income is being considered (i.e., social security number or name) and showing the income for the period being considered for the computations;
- a letter from the employer stating the income for the period being considered for the computations;
- a W-2 Form for the previous year's wages. (This documentation can be used by itself only for applications in the months of January, February, and March and thru April 15th of the current heating season). **Use Box #1.**

If there are wages and self-employment, the household may submit a W-2, wage history or letter from employer stating their income for the period being considered. This earned income will be added to the self-employment income, unless the client presents a tax form where all income is captured.

402.2 Incidental, Unreported Income

Earned income that is not reported for tax purposes is nevertheless included in the calculation of the household's gross income. This income must be verified. Applicants may claim this income using the Income Verification or the Income Self Declaration Form in Appendix R.

402.3 Profits from Self Employment

Self-employment income is an individual's income from a private trade or business (including farming). The person's adjusted gross income is calculated using the IRS Schedules listed below, allowing for certain business deductions, as computed as self-employment income under Federal income tax law.

If a household reports a member who is self-employed, their income must be verified by the Internal Revenue Service (IRS) Tax Form 1040 for the most recent, complete calendar year. Most recent is defined as taxes that were filed by April 15 of the current program year. If the applicant applies between April 15 and December 31, then the client must provide tax returns that were filed by April

15 of that year. If the client applies between January 1 and April 15, then the client may provide tax returns from the previous year. If the applicant cannot produce the most recent tax return, the applicant should self-declare income for the previous 12 months.

(See copy of 1040 form in Appendix E). The adjusted gross income is listed on the last line of the section on Form 1040 labeled “**Adjusted Gross Income**”.

In addition to the Form 1040, applicants must provide one or more of the schedules to complete the self-employment verification.

Schedule	Form
Form 1040	U.S. Individual Income Tax Return
Schedule C	Profit or Loss From Business
Schedule E	Supplemental Income and Loss
Schedule F	Profit or Loss From Farming
Schedule SE	Self-Employment Tax

Note that Form 1040 also has information on other income that a self-employed person may have had in the section labeled “Income”. This amount will have been computed in the Adjusted Gross Income, already.

Self-employed clients with a \$0 Adjusted Gross Income are not required to submit a wage inquiry from DWD.

If the client provides a tax return that is outdated, then the agency may use the business income reported on that tax return but require the client to provide more current wages, if necessary.

If the client’s tax returns indicate that wages and business income were received, then the client must provide W-2s for the wages as well as schedules for the business income.

402.4 Income from the Rental of Property

Income from the rental of property is considered earned, self-employment income and is determined using the methods in Section 402.3, above. This income may be documented on the Income Verification Worksheet as undocumented income or the Income Self Declaration Form located in Appendix R.

402.5 Contract Sale of Property

Income received in installments from the sale of property is counted as earned income. This income is handled in the same way as self-employment income in that certain expenses may be deducted from the cost of producing the income.

Only income based on an actual contracted sale may be counted using this stipulation so the agency should actually see the contract for documentation. Otherwise, the income is counted as rental income.

The income may be verified using the methods in Section 402.3, above.

403 TYPES OF UNEARNED INCOME AND DOCUMENTATION

403.1 Assets - Sale of Assets

Profits or gains from the sale of assets are counted as income. See Section 404 regarding the computation of unearned income from the disposition of assets.

403.2 Black Lung Disability

When awarded to the recipient while he/she is still living, it should be excluded when figuring income. When Black Lung Pension is awarded to the survivor of the recipient it should be included as income.

403.3 Disability Payments from Insurance

An individual may have insurance coverage that pays a specified amount for a specific period of time during which he/she is unable to work because of a disabling condition. Such disability payments made by an insurance company directly to the individual are counted as unearned income.

Indemnity health insurance plans pay a specified benefit to a person based on the number of days the person is hospitalized. Variations on indemnity health insurance include accident and cancer policies. These benefits are counted as unearned income.

However, the verified and documented amount of the benefit that is used for the payment of medical bills may be deducted from the benefit in computing the household's income.

403.4 Dividends, Interest

Dividends or interest earned on financial assets are counted as unearned income to the extent that they are realized (received) by the owner of the asset. Assets include: savings accounts, interest bearing checking accounts, equity shares (mutual funds and stocks), bonds, and retirement accounts, or other similar accounts.

Dividends and interest from financial assets can be verified by earnings statements from the financial institution. If a monthly statement is presented, take the monthly amount times twelve to annualize.

Or, Tax Form 1099 for the previous calendar year is acceptable in the first four months of the current calendar year.

That portion of any savings instrument, which represents the individual's contribution to the principle, is never considered as income. Saved money has already been counted as it was received by the household.

For example, the principal withdrawn from a savings account or other cash asset is not used in income calculations. The principle is the amount of the asset that was contributed by the individual owner of the asset.

403.5 Gambling Winnings

Winnings from any source of gambling or gaming is considered unearned income; including, but not limited to private gambling, the Hoosier Lottery, PowerBall, Mega Millions, horse racing, bingo and other games of chance.

403.6 Military Allotments

An individual may be eligible to receive a military allotment if the spouse, adult child, or parent is in the U.S. Armed Forces. Payments received during a military deployment are eligible income and the person who is deployed should be counted as a household member. Such payments are unearned income and can be verified by a copy of the check, a check stub, or other documents showing the current amount.

403.7 Pensions

Ongoing pension payments are counted as unearned income. They may be available to any household member who has retired from private industry, local or state governments, or the federal government. These payments are the result of an investment in a retirement instrument such as an employer-sponsored plan, a personal 401K plan, or an Individual Retirement Account. Most often, the employee and/or the employer pay retirement funds into an annuity account. Annuities are paid out after the person retires, usually with an option for lump sum payments or periodic payments.

Like Social Security, many retirement funds are also available to persons who become disabled, or to their surviving spouse and surviving minor children in the event of the individual's death.

The most desirable documentation of a pension amount is a check stub. Care should be taken to use the **gross** amount of the pension check, since deductions, including income tax withholding, may affect the net. Pensions are usually "fixed", unearned income that may be computed based on one month's check.

(See Section 502.3, Pensions, regarding the treatment of lump sum pension payments.)

403.8 Railroad Retirement Benefits

Railroad Retirement benefits are available to former railroad workers, their dependents, or survivors. Both retirement and disability benefits are available and are counted as unearned income. These benefits are administered by the Social Security Administration, and payments are often combined with regular Social Security if the person is eligible.

These benefits can be verified using the same methods as Social Security. Railroad benefits should be calculated based on the **net amount**.

403.9 Royalties

Royalties include payment for copyrighted or patented property of a household member, such as payments for:

- the right to use copyrighted materials;
- the right to use licensed products;
- the right to use patented items;
- the right to use secret processes, formulae or designs;
- consideration for trademarks and other analogous rights;
- the rights on the use of motion picture films; and,
- for the use of industrial, commercial, or scientific equipment.

Royalties may be documented by statements or by contracts with the entity paying the royalty. Alternately, documentation of a period of income from the royalties may be used.

403.10 Social Security Benefits

Benefits administered by the Social Security Administration include Social Security retirement benefits, Social Security disability benefits, Supplemental Security Income assistance, and Railroad Retirement. Including but not limited to recurring, regular and underpayments.

To verify Social Security income, the following documents should be used in this order of importance:

- Copy of the Social Security Award Certification Letter.
- Most recent direct deposit statement from a bank.
- Copy of the most recent Social Security check.
- Copy of the most recent tax forms or tax returns (Note: 1099s are eligible documentation)
If the income is calculated using the tax form, then the agency should use the **“amount paid for the current year or amount paid via check or direct deposit”**.

- A letter from the bank verifying receipt of a deposit from the Social Security Administration. The letter should include the deposit amount and date of receipt.
- A lump sum Social Security awarded for back payment may be used to calculate income. Determine the amount by pro-rating the entire award and then consider the most recent twelve (12) months.
- SSA-2458, Report of Confidential Social Security Benefit Information or written verification from the Social Security Administration (SSA) with a Form L634 (cover letter) attached.

The **net amount** of the Social Security check, after the deduction for Medicare Part B premiums and/or Part D, overpayment recovery, tax withholdings, and child support garnishments, is to be used to compute income.

403.11 Strike Benefits

A union may award strike benefits to employees who are striking against their employer. Strike benefits are counted as unearned income. They may be verified by statements from the union, or by a check copy or stub.

403.12 Temporary Assistance for Needy Families (TANF)

TANF replaced several forms of welfare assistance. For income calculation purposes consideration is only given to the cash assistance award that was previously awarded under the AFDC program.

Acceptable proof of this income would include a copy of the most recent TANF check, a TANF award letter, or any other form of verification from the local office of the Division of Family Resources.

Income is calculated for the 12 months prior to the application date. The start date of TANF should be considered when calculating this benefit. Only the months that are applicable to the 12-month period should be considered.

403.13 Unemployment Compensation

Unemployment Compensation Benefits (UCB) are unearned income that is available to individuals who have a recent, covered work history and are currently available for employment.

UCB may be documented by weekly pay stubs. The gross amount of the check is on the check stub. It is the **gross benefit** that should be used to compute the household member's income. The gross benefit amount is identified as the "weekly benefit amount", or WBA. Gross benefit amounts on the wage history form beginning in 2014 are identified as entitlement amounts plus any deductions.

There also may be a \$25.00 per week stimulus addition that should be counted. Note that the net amount of the weekly check is after applicable deductions; such as federal income tax withholding, child support, and garnishment.

UCB may also be documented using one of the following forms.

- **Claim Index Inquiry**- Use the WBA to calculate income.
- **Voucher History Inquiry**- Use the Benefit Pay Amount.
- **Claim Master Inquiry**- Use the Original WBA.
- **Wage or Benefit Transcript**- Use the WBA for unemployment and the wages for documenting income (if applicable).
- **Uplink Unemployment Payment Summary**- Add the deductions and entitlement amounts together for gross benefit.

For inquiries that document weekly transcripts, the agency should use the positive payment amount, unless the documentation indicates that funds were retracted during the same period.

UCB may also be documented by a letter which is issued to the claimant by the Department of Workforce Development (DWD) which states the total amount of money available under their claim and the length of time it is to be paid out. However, this letter only indicates the amount the claimant may receive. If there are issues regarding the circumstances under which the claimant separated from employment, those issues may prevent or postpone the individual's actual receipt of benefits.

If a client receives benefits on a debit card, agencies may request a debit card statement as documentation of benefits. UCB recipients also receive a tax form 1099G from the DWD showing the previous year's draw of benefits.

403.14 Veteran's Benefits

A copy of the most recent benefit check, an entitlement letter, or a statement from the Veterans Administration is all acceptable documentation of VA benefits. Periodically, VA makes cost-of-living adjustments (COLAs) to VA compensation and pension benefits to ensure that the purchasing power of VA benefits is not eroded by inflation. Under federal law, the cost-of-living adjustments to VA's compensation and pension rates are the same percentage as for Social Security benefits. You can learn more about COLA's on the [Social Security Administration's COLA webpage](#).

403.15 Worker's Compensation

Worker's Compensation may be awarded to an injured employee or his survivors under state and federal statute. Benefits are paid either in a lump sum or, more likely, as a monthly payment. Benefits are counted as unearned income.

Worker's Compensation is either paid by an insurance company or by the employer out of a self-insurance fund. In either case the individual should have an "Agreement to Compensation" form which states the amount of the benefit.

Worker's Compensation can also be verified by calling the Worker's Compensation Board of Indiana at (317) 232-3808. Agencies will be asked if they have a release of information form signed and on file.

403.16 Life Insurance Payments

Life insurance payments of a regular basis to a surviving household member should be counted as unearned income.

404 ASSETS - SALE OF ASSETS

Profits or gains from the sale of the assets of an individual household member are counted as income. Losses from the sale of assets are disregarded in the calculation of income.

404.1 Definition of Assets

For purposes of the Energy Assistance Program assets include:

- equity shares (stocks);
- bonds;
- savings;
- retirement accounts;
- personally-owned real estate and/or dwellings that are *not* the households primary place of residence;
- personally-owned real estate and/or dwellings that *are* the households primary place of residence (but see Section 404.6 below);
- household furnishings;
- personal vehicle(s);
- coins, stamps, or other valuable collections;
- gems and jewelry;
- gold;
- silver; and/or,
- other items of value.

404.2 Calculation of Asset Income

Assets may produce income in two ways. Some assets, such as savings or investments produce ongoing income from interest or dividends. This income is counted as it is received. (See Section 403.5, Dividends and Interest.)

Assets also produce income when they are liquidated, sold or otherwise disposed. The resulting income is counted for the eligibility determination for EAP. However, certain deductions or exclusions are applicable in determining the countable gain or profit.

The determination of the gain (or loss) from the sale of an asset is based on this example:

\$10,000	the original purchase price of the asset
- 4,000	Depreciation to the value of the asset
= 6,000	the current value of the asset
- 500	other allowable deductions or exclusions
+7,000	amount received for the asset
\$1,500	gain (profit) or loss from the asset sale

404.3 Loans Against an Asset

Gains derived from the sale of an asset which are subsequently utilized to discharge the balance of a debt on the asset are deducted when computing the income from the sale of the asset.

For example, an individual sells a car for \$6,000 and still owes \$3,000. The amount still owed on the car, which can be documented, is deducted from the amount received for the car when calculating income.

404.4 Depreciation

The amount of depreciation of an asset is deducted from the original cost of the asset before computing the gain received by disposal of the asset. Put more simply, the intake worker should use the current value of the asset when calculating the income from the disposition of the asset.

For example, an individual purchases a car for \$10,000 and drives it for 3 years during which time it depreciates in value by \$4,000. The amount of depreciation is excluded in the income calculation. (The depreciation of the car is actually computed by merely looking up the current value of the car.) The current value of the car is then \$6,000. The individual then sells the car for \$7,000, but there were \$500 in fees associated with the sell. So the gain on the sale of the car is \$500.

404.5 Fees For the Sale of an Asset

The fees necessary for the sale of an asset are deducted from the proceeds of the sale when computing gain from the sale of an asset. Such fees are limited to broker's fees, real estate agent fees, or other reasonable and necessary fees paid to an intermediary by the asset seller. Deductible fees *do not* include the individual's incidental or personal expenses for the sale.

404.6 Sale of a Residence

If a household member has sold “homestead” property, that is real estate and/or a dwelling in which the member resided, the profit or gain from the sale of that asset is counted as income. *Except*, if the household uses that gain for another residence a deduction is made to the extent that:

- the gain was applied to the purchase of another house in which the household member is currently residing; or
- the household member can provide documentation of intent to apply the gain to another residence and is actively searching for another residence.

For example, a residence is sold for its current value of \$50,000. The mortgage on the residence of \$45,000 is paid off by the sale. And, the Realtor’s fees of \$3,500 are paid. The household has realized \$1,500 from the sale. The household member makes a down payment of \$1,000 on another residence. The countable income from the sale is then reduced by the amount used for another residence and becomes \$500.

404.7 Forced Sale of Assets and Discharge of Debts

Gains derived from the forced sale of an asset, which are subsequently used to discharge a debt, are excluded as income. These involuntary sales of assets are usually supervised by creditors and may precede a threatened foreclosure or bankruptcy.

Any portion of the gain not used to discharge a debt is to be considered income.

404.8 Sale of Assets of a Business

The assets held by and disposed of as a part of a household member’s business are not a part of their personal income calculation. Those transactions would be considered in the calculation of their business profit or loss. (See Section 402.3)

404.9 Asset Tests

There is not an asset test or resource limit with the Energy Assistance Program. The total value of a household’s assets does not affect its eligibility for benefits. Only the income produced by the assets is used in the eligibility determination.

SECTION 500 INCOME EXCLUSIONS

In computing a household’s eligibility for EAP certain types of income are to be excluded. Exclude the following income when determining gross annual household income.

501 LOANS

In general, sums received as a loan to an individual are not counted as income.

501.1 Loans

Loans include, but are not limited to: educational loans, car and home loans, various loans to pay household expenses, reverse mortgages, money advanced on a credit card, etc.

501.2 Reverse Mortgages

A reverse mortgage is a mortgage contract which allows a homeowner, age 62 or over, to borrow a percentage of the appraised value of the home. The homeowner then receives either a periodic payment or a line of credit that does not have to be repaid as long as the person is in their home. Reverse mortgages are essentially loans and are excluded.

502 NON-RECURRING, LUMP SUM PAYMENTS

Non-recurring, or lump sum, payments to a household must be counted as income. See Section 502.3.

502.1 Medical Reimbursement

Reimbursement, from a third party, for medical expenses is not counted as income. However, note that funds paid by a health indemnity plan, for a person in the hospital, may be counted to the extent that it is not used to pay medical bills. (See Section 403.4)

502.2 Insurance Settlements

A one-time, lump sum insurance settlement payment for injury is excluded as income. (However, see Section 403.4 regarding dividends and interest.)

502.3 Retirement

A lump sum pension or retirement payment is included in income to the extent that it represents the employer's contribution and/or interest. The payment is excluded from income to the extent that it represents the employee's contribution. However, the ongoing retirement payments are counted as income. (See Section 403.8)

Lump sum Social Security and Supplemental Security Income (SSI) payments may be excluded from income calculations (See Section 403.10). However, the ongoing amount of such income is annualized, and counted.

Social Security benefits paid to a surviving spouse in the name of the surviving children is counted as income to the household.

502.4 Inheritance

An inheritance received in a lump sum is excluded as income.

502.5 Gifts

Cash gifts of a personal nature that do not represent household support are excluded as income.

502.6 Savings Instruments Principle

That portion of any savings instrument which represents the individual's contribution to the principle is never considered as income. Saved money has already been counted as the household received it.

For example, the principal withdrawn from a savings account or other cash asset is not used in income calculations. The principle is the amount of the asset that was contributed by the individual owner of the asset. (See Section 403.5, Dividends and Interest regarding income from such instruments).

502.7 Tax Refunds

Tax refunds and Earned Income Tax Credits refunds are excluded as income.

502.8 Veterans Reduction Assistance Allowance

That portion of Veterans Reduction Assistance Allowance which represents the veteran's contribution to the allowance is excluded. Veterans who served before December 31, 1977, have not made a contribution toward their benefits. This contribution will not exceed \$2,700 and can be identified by the Veterans Administration (VA) when verifying benefits.

To verify benefits call 1-800-827-1000 and provide the applicant's VA file number. A social security number may be used as a last resort. The VA will verify the educational expenses (i.e., tuition, books, fees, transportation) which are excluded from income.

That portion of the allowance which represents the Veterans Administration contribution and which exceeds these educational expenses is counted as income.

502.9 Payments on a Household's Behalf

Payments made by others on the household's behalf are excluded, including payments for such items as car and health insurance payments, payments for rent, or payments for other household expenses made on the household's behalf. Payments must be made directly to the vendors. No money can be sent to the household. If money is given directly to the applicant for any purpose, that is counted as income. Cash gifts are excluded income; see Section 502.5.

503 BENEFITS FROM OTHER ASSISTANCE PROGRAMS

In general, the cash and non-cash benefits received by the household from other social services programs are excluded as income. (Except as delineated in Section 403, Types of Unearned Income)

503.1 Agriculture Commodities

TEFAP: the value of federally donated food commodities acquired through price support operations for school lunch programs or for distribution to needy individuals shall not be considered income for the purpose of determining eligibility for the Energy Assistance Program.

Child Nutrition Program Commodities: the value of food provided under National School Lunch Act or other child related commodities distribution programs are excluded as income.

Elderly Nutrition Programs: the value of food such as congregate dining and home-delivered meals are excluded. (See Section 503.12)

503.2 Black Lung Disability

When awarded to the recipient while he/she is still living, it should be excluded when figuring income. When Black Lung Pension is awarded to the survivor of the recipient it should be included as income.

503.3 Child Care Assistance

Childcare assistance payments on behalf of the household are not considered income to the household. Childcare assistance paid to the household as a childcare voucher is counted. Common types assistance include; Child Care and Development Funds (CCDF), Child Care and Development Block Grant funds (CCDBG), Social Services Block Grant funds (SSBG), At-Risk Child Care, Guaranteed Child Care, and Transitional Child Care.

503.4 Domestic Volunteer Service Act of 1973.

VISTA, ACTION, RSVP, Foster Grandparents, Senior Companion Program, Older Americans Community Services. Payments to volunteers under this act shall not in any way reduce or eliminate the level of eligibility for assistance under EAP. Except when such payments, adjusted to reflect the number of hours such volunteers are serving, are equivalent to or greater than the minimum wage then in effect under the Fair Labor Standards Act of 1938, or the minimum wage under the laws of the State where such volunteers are serving, whichever is greater (minimum wage rate is \$7.25 as of 8/1/09). Refusal to accept other work while a volunteer under this Act shall not cause a loss of benefits.

503.5 Food Stamp Act of 1964

The value of the food stamp coupon allotment provided to a household or any of its members is excluded.

503.6 Medicare and Medicaid

Reimbursements to a household for medical expenses are not considered income for the Energy Assistance Program. The premium for Medicare Part B is not included as income.

503.7 Student Grants and Loans

Any grant or loan to any undergraduate student for educational purposes made or insured under any program administered by the United States Department of Education is not to be considered income for the Energy Assistance Program. (This includes federal work-study grants.)

503.8 Victims of Nazi Persecution

Restitution payments made to individuals because of their status as victims of Nazi persecution shall not be counted as income, per Public Law 103-286 signed August 1, 1994.

503.9 Subsidized Housing

The value of a housing subsidy is excluded with respect to a dwelling unit under the United States Housing Act of 1937, the National Housing Act, Section 101 of the Housing and Urban Development Act of 1965, or Title V or the Housing Act of 1949.

Direct payments to the household for utility assistance under these programs are also excluded as income.

503.10 Supportive Services for Employment

The value of supportive services received under various employment and training programs is excluded as income. These programs include; the Job Training Partnership Act, the Personal Responsibility and Work Opportunity Reconciliation Act, the Senior Community Service Employment Program or similar programs.

Supportive services include payments made on behalf of, or through an individual for transportation, health care, special services and materials for the handicapped, child care, meals, temporary shelter, financial counseling, and other reasonable expenses required for participation in the training program and may be provided in kind or through cash assistance.

Note: actual wages earned in employment and training programs are generally counted as income.

503.11 Township Trustee Assistance

All forms of township trustee assistance are excluded as income for the EAP program.

503.12 Older Americans

The value of elderly nutrition programs such as congregate dining, home-delivered meals, Senior Citizens Service Employment Program (Title V), and Experience Works (formerly Green Thumb) may not be treated as income or benefits for eligibility purposes under the EAP.

503.13 AmeriCorps

AmeriCorps is a network of national service programs which engage Americans in intensive service to meet critical needs in education, public safety, health, and environment. Created in 1993, AmeriCorps is part of the Corporation for National and Community Service, which also oversees Senior Corps and Learn and Serve America. AmeriCorps living allowances and education awards are excluded as income.

503.14 Certain Children of Vietnam War Veterans

VA benefits provided to children of Vietnam Veterans (including adult children) who were born with the congenital defect spina bifida are excluded. Also, effective December 1, 2001 VA benefits to children of female Vietnam veterans born with certain other birth defects are excluded. The monthly monetary allowance is paid at a rate that is based on the child's level of disability. (refer to chapter 18 of Section 401 of P.L. 106-419).

503.15 Economic Recovery Payment to Certain Individuals

A \$250.00 payment to recipients of Social Security, SSI, Railroad Retirement Benefits, and Veterans Disability for Pension Benefits shall not be considered income in FY 2015.

504 EXCLUDED EARNED INCOME

In general, earned income is counted. (See Sections 401.1 and 402.) The following earned income is excluded.

504.1 Adult Care Payments

Income paid to care-attendants for care of the elderly or handicapped living in the applicant's household. **Note:** A live-in care attendant related by blood, marriage, or adoption to any member of the household is considered a household member.

504.2 Income of Students

Income of a full-time college student, up to age 23, and who is a dependent, may be excluded if the applicant wishes. If so, that student would not be counted as a household member. Proof of the student's full-time status must be provided.

A full-time student is enrolled at a university, vocational college, business college, or other accredited institution for 12 credit hours or more per semester.

Income from a student still attending high school, is excluded. The student must present a current report card, school schedule, or letter of attendance as verification. Students completing a GED or diploma equivalent are not considered high school students.

504.3 In-kind Payment to the Household

An in-kind payment to a household in lieu of payment for work is excluded from income computations, including:

- the imputed value of rent from owner-occupied housing;
- food or rent received in lieu of wages;
- items received in barter for rent; and
- gifts received from an employer.

504.4 Income of Household Members Under 18

The earned income of any household member under 18 years old at the time of application is excluded from the household's eligibility determination.

If household member (up to age 18) emancipates, starts a new household and becomes a working adult, then that emancipated person becomes an adult, and the income is counted, according to Section 400.

505 ASSETS - SALE OF AN ASSET

The determination of the gain (or loss) from the sale of an asset is based on the current value of the asset and the amount received in the sale of the asset. When a household member sells or liquidates an asset the resulting income is counted, except that there are certain deductions from that sale that are, in effect excluded from the calculations.

It is *important* to also review Section 404, Assets - Sale of Assets, regarding the sale and liquidation of assets.

506 INCOME EXCLUSIONS - NON-CASH BENEFITS

506.1 Employer Paid Benefits

Employer paid or union paid portion of health insurance or other employee fringe benefits are excluded as income.

507 DRASTIC LOSS OF EARNED INCOME

There will be no Drastic Loss of Earned Income in FY 2015.

508 CHILD SUPPORT

Child support income is excluded as an income source. If a client's only source of income is child support, then that client should be treated as a zero income claimant. (See Section 401.3) The client must complete an Income Verification Worksheet and provide supporting documentation.

509 MEDICAL MILEAGE REIMBURSEMENT

Mileage reimbursements for medical expenses is not eligible as unearned income.

SECTION 600 VENDOR NOTIFICATION AND PAYMENT PROCEDURES

In FY2011, the vendor notification and payment procedures were modified to include IHCD as the third party payment administrator of EAP transmittals. However, the agency is responsible for promptly notifying the eligible household's utility vendor(s) so that the EAP benefit can be applied to the bill.

601 VENDOR MEMORANDUM OF UNDERSTANDING

To become a participating EAP vendor, all utility vendors must complete a Memorandum of Understanding (MOU) with IHCD. These MOUs are renewed every year. MOUs must be completed in their entirety and include payment (ACH/check) information. Utility vendors are not paid if there is not a completed MOU on file. All vendors are required to complete a W-9 tax form, in addition to the MOUs. If the vendors receive payments totaling \$600 or more, then those vendors will receive an IRS tax form 1099 by January 31, detailing the total amount of payments received from the EAP program.

IHCD facilitates the MOU renewal process. The Community Programs Specialist sends each utility vendor an updated copy of the MOU every year and requests that the information be sent back prior to the start of the new program year.

The MOUs are active for a period of one year upon receipt of the signed form from the utility vendor. A copy of the Memorandum of Understanding is located in Appendix U.

602 EAP VENDOR NOTIFICATION PROCEDURE

602.1 Transmittal Forms

The **Daily Transmittal** form (see Appendix K) is a list of eligible households for whom the vendor applies the EAP financial credit.

The **Transmittal Summary** form (see Appendix L) is a list of processed transmittals from which to pay the vendor for credited utility bills.

602.2 Vendor Notification

The vendor should be notified of client eligibility once the application is fully completed, signed, and approved by the authorized LSP representative. If the household is ineligible or is pending eligibility determination, an EAP benefit amount should *not* be recorded on the application. The vendor should *not* be notified prior to the benefit determination.

The vendor notification procedure is as follows. The LSP will generate the EAP Daily Transmittal Form(s) that will reflect client information obtained directly from the approved EAP application(s).

The purpose of the Daily Transmittal is to notify the vendor of approved households and their benefit awards. This notification should be sent to the vendor on a daily basis if electronic transmission is available. For the Universal Service Program, this is particularly important. Otherwise, weekly submission of transmittals should be the standard.

The EAP Daily Transmittal Form should be fully completed, except for the vendor's signature. The authorized agency representative will sign and date in the appropriate space and send the original to the vendor and maintain a copy for fiscal accountability.

Transmittal(s) signed by the agency representative signifies EAP approval of the listed households and financial obligations to the respective vendor. Transmittals should not be submitted to IHCD for payment until the signed transmittal is received. All changes to the transmittal should be documented with the signature page.

If the vendor makes corrections to the transmittals, the corrections will be marked on the forms and returned with the signature page. Agencies must make corrections to the clients' information in RIAA prior to submitting the transmittal to fiscal for payment. Once the transmittal has been submitted to fiscal, no changes can be made. The agency will need to send an overpayment remittance to make corrections. (See Section 601.5 for Correcting Transmittals and Section 604 for Overpayments)

Original or electronic signatures are not necessary on electronic transmittals.

Please note that cities, towns, and municipalities require payment receipt before the payment is uploaded to the clients account, according to auditing standards set by the State Board of Accounts. It

is important to notify clients that their EAP benefit may take up to 60 days to process and should continue paying their utility bills according to their regular schedules.

602.3 Vendor Processing

The vendor will review the EAP Daily Transmittal to verify the account and to acknowledge the EAP enrollments and benefit amounts. The vendor must report any discrepancies in client name, address, account number, billing amount, or bulk fuel order as soon as possible either by telephone contact or notation on the transmittal.

The authorized vendor (bulk fuel or regulated utility) representative will sign and date the appropriate space and return the EAP Daily Transmittal as soon as possible to the local agency for vendor payment.

The vendor signature on the EAP Daily Transmittal Form certifies that the vendor has acknowledged the EAP enrollment, credited the account or delivered the fuel, and (for regulated utilities) will protect the household under the provision of the "moratorium on disconnection" during the period of December 1st through March 15th.

If the assistance is not completely used, the remaining EAP benefit should be rolled over to the next month and placed on the customer's account as a credit. At the end of the program year, credits will remain on the customer's account. They are released to IHCD only if the client's account is closed (See Section 200 about Refunds and Overpayments).

Once the vendor has processed the transmittal, it is returned to the LSP. When the LSP has received the signed Daily Transmittal from the vendor, the agency must submit a claim via IHCD Online to request payment be remitted to the vendor within five calendar days of receipt of the signed transmittal. IHCD will receive the claim and confirms that a Memorandum of Understanding (MOU) has been received from the utility vendor. Wood vendors will need to also provide a copy of a W-9 tax form. Once receipt of the MOU is confirmed, then the payment is processed for payment within 14 working days of receipt. The preferred method of payment is automatic clearinghouse (ACH), or direct deposit. However, vendors may request to receive paper checks, in lieu of the automated payment process.

All payments are processed within 60 days of the completed application.

602.4 Crisis Assistance Benefits

Crisis benefits for households will follow the same vendor notification procedure. Program enrollment can be verified by the EAP application on file at the local agency.

602.5 Correcting Transmittals

Supervisors or override users are the only users that have access to update information on the transmittal prior to submission to fiscal. The utility vendor may send corrections to a transmittal or batch of transmittals when they return the signature approval page. When those corrections are received, the supervisor or override user must go into the client's account in RIAA and update the account or benefit information as needed.

Once the transmittal has been submitted to fiscal, all changes must occur through the submission of additional transmittals or via overpayment remittances.

603 EAP VENDOR PAYMENT PROCEDURE

The LSP will submit the transmittal to the utility vendor for approval. The utility vendor will review the benefit amount, account information, and billing information and will make changes as needed. Once the review is completed, the utility vendor will return a signed Transmittal Summary Form and corrections, if applicable. The Transmittal Summary is a comprehensive report of the transmittal(s) that corresponds with the dollar amount of the payment.

Quality assurance adjustments regarding household eligibility or benefit adjustment should be indicated on the Transmittal Summary Form. The vendor payment package to the LSP should include:

- A. Approval of the EAP vendor check amount;
- B. Transmittal Summary Form; and
- C. Copies of Daily Transmittals (optional if vendor has copy on file).

The LSP will complete the corrections, if necessary. The LSP will submit the approved transmittal(s) to IHCD for payment.

604 EAP PAYMENT SCHEDULE

Payments for households that use bulk fuel will be made as soon as feasible after the beginning date of the program.

LSPs should begin transmitting to regulated utilities as federal funds become available through IHCD. Regulated utilities should anticipate first transmittals for eligible clients no earlier than November 1, 2014. Once transmittals are received by the LSPs from the utilities, the transmittals should be sent to IHCD by the LSPs within 5 calendar days of receipt from the utility vendors. Transmittals should not be sent to IHCD for payment until they have been approved, signed, and returned from the utility vendors.

No households will receive a direct benefit check in FY 2015.

Vendors will not receive timely payment if transmittals are not returned promptly to the LSP or if no MOU has been received.

605 TRANSMITTALS FOR CREDITS AND OVERPAYMENTS

As a part of the state's program integrity plan, each agency is required to conduct a quality assurance review on at least 30 percent of its client eligibility files. This review may result in additional pledges to clients for underpayments or in payments to IHCD overpayments. For more information about quality assurance, see Section 700.

605.1 Credits

If the review is completed and it is found that the client was due additional funds, then an additional transmittal is submitted to the vendor for the additional funds.

These additional funds will be paid out of the agency's current allocation. If the agency has spent out all program funds and an additional amount is owed, it must be paid by the local service provider using non-federal funds. Agencies should continue to charge underpayments to their current grant allocation, as long as the funds are available. Additional funds will not be allocated, nor will leveraging funds be available to cover underpayments.

605.2 Overpayments

An overpayment occurs when it is found that a client was overpaid. These are funds that need to be returned to the program. The funds are removed from the client's account and returned to IHCD from the utility vendor if the error is detected within sixty (60) days of the application's initial approval or denial. If the overpayment is discovered after the aforementioned sixty (60) day timeline, the LSP will be required to make all repayments to IHCD.

The money is not due to the client, nor does it get added back into the agency's budget. Instead, the funds are used to fund other program activities. To collect these funds, agencies will submit an overpayment remittance in RIAA (formerly negative transmittal) as notification for payment. The utility vendor will send the payment along with the remittance to IHCD.

Please note that utility vendors have the option to decline the overpayment request because services and/or discounts have been rendered to clients. If utility vendors opt not to pay for overpayments or put charges back on clients' accounts, the agencies will be required to remit the funds back to IHCD from its private, corporate funds. IHCD will send a remittance for payment to the LSP.

Agencies cannot pay for negative adjustments to client benefits with federal funds (Leveraging, CSBG, or otherwise). Agencies must pay for the overpayments from their corporate unrestricted funds. Overpayments will be applied back to the block grant, not the individual agency's budget.

605.3 Overpayment Procedure

- Agencies will conduct their ongoing quality control review of at least 30 percent of the client eligibility files. The quality review should take place within forty-five (45) days from approval of the clients' benefits.
- In the QC Audit template in RIAA, the agency should list the amount of the overpayment in the comments section of the review form.
- The agencies must send a notification to the client stating that a portion or all of the benefit was revoked. This communication should include the agency's reason. The client should be instructed to contact the utility vendor immediately to make payment arrangements. Failure to contact utility vendor may result in a disconnection.
- The agency should immediately contact the utility vendor via Overpayment Notification in RIAA. Overpayment notifications should be sent to the utility vendor only for approval.
- The utility vendor will receive a transmittal form and an overpayment remittance. If the utility vendor approves the overpayment notification, the utility vendor will sign and return a copy of the signed overpayment remittance with a check for the funds requested to IHCD. The utility vendor will sign and return the transmittal to the agency.
- Upon receipt of the overpayment from the utility vendor, IHCD will notify the agency that the overpayment has been received.
- If the utility vendor rejects the overpayment request, the utility vendor will not sign the forms. The vendor will contact IHCD's CSBG and EAP Claims Specialist and about rejecting the payment request. IHCD will send a request for payment to the agency.
- If the overpayment is detected more than 60 days after the application has been approved, the LSP should submit a payment to IHCD via check.

606 IHCD CLAIM REIMBURSEMENT

The LSPs may claim reimbursement for EAP obligated funds from IHCD for Eligibility, Program Support, Energy Education and Materials and Supplies, and Family Development. This procedure should sufficiently maintain the LSP's cash flow.

The IHCD field staff will monitor and statistically sample the client files to ensure that the LSP is maintaining acceptable program eligibility documentation and financial payment records.

Approval of benefits by the LSP, which exceed the available balance of their allocation, or the maximum percentage of a particular line item, will not be reimbursed by IHCD.

607 TRANSMITTALS FOR MORATORIUM PROTECTION ONLY

Agencies must run a separate set of transmittals for clients who are eligible for moratorium protection, but agencies do not have funding available to distribute benefits.

In the RIAA software, agencies should click on Transmittals, and then go to Run Moratorium. The agency will choose the appropriate funding source, vendors, and claim end date. The transmittal process will run as normal.

When funding is made available, agencies must run the Hold Status Report. All clients on this report must be changed from ON HOLD to approved, and benefits must be distributed to all of the clients listed on the report. Agencies must run regular transmittals to notify vendors that funding is available.

608 ENERGY CONSUMPTION DATA TRACKING

Agencies must ensure that all clients who are up for disconnect, disconnect, nearly out of fuel or are completely out of fuel are documented appropriately in RIAA at the time of their initial application. IHCDCA will use this information in conjunction with data collected from the state's top ten (10) utility vendors to track services provided to clients in crisis.

Ultimately, this information will be used to calculate the average annual energy use by household to ensure EAP benefits are distributed to clients with the lowest income and highest energy burden (See 1401.8).

The State Form EAP Application (14381) will include a disclosure for all applicants.

SECTION 700 Program Performance and Integrity

The Program Performance and Integrity process ensures that each LSP has internal controls that would protect EAP funds from waste, fraud, and abuse. Each year, IHCDCA submits a Program Integrity Assessment Plan to the U. S. Department of Health and Human Services. This plan outlines risk analysis and fraud prevention. Indiana's Program Integrity Assessment requires: each LSP to complete Quality Assurance (QA) Reviews of no less than thirty percent (30%) of all EAP applications; all agencies must conduct a review within **forty-five (45) days** of the date of approval or denial for all identified client eligibility files; a review of each LSP's A-133 audit for findings related to LIHEAP, and social security number and income validation. During the annual program reviews, the monitor and/or monitoring consultants will ensure that all LSPs are compliant with these rules. The thirty percent (30%) should be maintained through the end of the program year.

Additional performance benchmarks for LIHEAP are derived from obligation rates set forth in annual agreements, internal quality assurance percentages, basic eligibility requirements, and error rates

from annual compliance reviews. These benchmarks ensure effective service delivery and administrative compliance.

According to your annual grant agreement, each local service provider is required to obligate funds according to the following benchmarks. These rates are based on historical trends of the last three program years:

- Obligating forty-five percent (45%) of the Grantee's LIHEAP funding under this Agreement by December of the program year;
- Obligating sixty percent (60%) of the Grantee's LIHEAP funding under this Agreement by February of the program year; and
- Obligating seventy-five percent (75%) of the Grantee's LIHEAP funding under this Agreement t by April of the program year.

Failure to meet these performance benchmarks may result in a reduction of your allocation during that program year. Those funds may be reallocated to other agencies that have met or exceeded the benchmark.

Each sub grantee must also ensure accurate fiscal reporting and maintain all records at least three years after the successful closeout of the program year.

701 INTERNAL CONTROLS

Each LSP must have written policies and procedures that ensure accurate client eligibility determination, benefit approval, and protection of the funds from fraud, waste, and abuse. The procedures must outline the agency's step process for completing appointment, processing a mail application, and calculating benefits. The policies must also provide steps to ensure that the following subsections are completed properly.

Validation of these procedures is completed through the agency's Quality Assurance Reviews. The procedures will be reviewed during monitoring to ensure total internal compliance.

701.1 Social Security Validation

Each household member age one (1) and over must present a valid social security number as part of the eligibility process. The most acceptable form of social security validation is the member's social security card. However, other acceptable forms include:

- A letter from the Social Security Administration
- A Social Security benefit letter is acceptable, as long as the full number is provided and a photo identification card is reviewed
- A benefit letter from another categorically eligible program, as long as the full number is provided and a photo identification card is reviewed

All LSPs are required to retain a copy of the documentation used to verify the SSN. The documentation may be stored in the eligibility file or a separate file. However, the agency must strike out all but the last four digits of the SSN, if the copy is retained in the eligibility file.

701.2 Client Eligibility Verification

Quality Assurance Reviews are internal reviews conducted by the agencies to ensure that all applications are complete. A complete application must contain the following information:

- the household information;
- the statistical sections;
- the benefit information sections;
- the utility company information;
- the identification of application type, including TANF status; and, the signature and date on the application.
- a completed QA form, if the file has been reviewed
- Copy of notification or approval or denial of benefit letter

A complete application should contain the following supporting documentation:

- copies of the most recent or other appropriate fuel bills;
- copies of income documentation;
- notation of participation in Energy Education Class, if applicable;
- case-management notes for further energy related services using the Family Development Matrix;
- forms indicating referrals to other agencies or programs; and
- other documentation including the intake worker's written comments (i.e. notes regarding contacts with utility companies).

QA reviews check complete applications to ensure that the following information was processed accurately:

- the completeness of the case identification information;
- the accuracy of the income computation;
- the points awarded correctly under each category;
- the points totaled correctly;
- the electric benefit is noted;
- a crisis benefit, if applicable, is noted;
- the matrix form is signed and dated by the intake worker.

IHCDA has developed a Quality Assurance monitoring tool in the RIAA software to track all internal QA reviews. It should be used by all agencies in reviewing files internally.

Once the QA reviews are completed, agencies should compile the list of errors and use the list as a tool for future program training and development.

During the monitoring review, the monitors or consultants will confirm that agencies have monitored files within the 45-day requirement. Failure to monitor files according to this schedule will result in a concern on the monitoring report.

701.3 Zero Income Claimants

Households that declare no income are required to complete a *Zero Income Claimant Form* (located in Appendix R) for each member claiming zero income for the previous 12 months and document how their living expenses are met. In addition, each zero income claimant must support the claim with documentation from another social service or state program, like a wage inquiry from the Department of Workforce Development. If there is no indication how a zero income household meets basic living expenses, then no EAP assistance should be offered. This is not meant to disqualify a household with no income, but rather understand how such a household survives and if case management services would be appropriate.

A signed EAP application gives the agency consent to make any necessary contacts to verify information given by the applicant. Households which are found to have undeclared income, resulting in total household income exceeding the Poverty Guidelines, or resulting in getting benefits for which they were not entitled, should be notified that unreported income has been found. Further, the EAP benefit, which has already been given to the vendor, should be recouped.

To prevent fraud and abuse of EAP benefits among zero income claimants, it is recommended that LSPs review a higher sampling of these applications.

701.4 Landlord Affidavits

The LSP should also include QA random samplings of households that rent by using a **Landlord Affidavit** (see Appendix D). The Landlord Affidavit can be used to corroborate that the following information was submitted properly on the application and the proper matrix points were assigned as a result:

- utilities are listed in the name of a household member, landlord, or legal power of attorney
- the correct primary heating source was listed
- the correct dwelling type was listed
- the proper points were allocated for subsidized households
- confirm the number of adults and children listed on the application

Verification of property ownership may also help in the QA effort. If upon further review by the LSP staff, it is determined that a household has provided fraudulent housing information, the agency should begin procedures to recoup the benefit.

701.5 Social Security Verification

Each household member age one (1) and over must present a valid social security number as part of the eligibility process. The most acceptable for of social security validation is the member's social security card. However, other acceptable forms include:

- A letter from the Social Security Administration
- A Social Security benefit letter is acceptable, as long as the full number is provided and a photo identification card is reviewed
- Documentation from another categorically eligible program, as long as the full number for each household member is listed and a photo identification card for the adults in the household is reviewed, such as, but not limited to:
 - Medicare Benefit Identification,
 - FSSA benefit letter,
 - Military or Government Identification or Benefit Statement and
 - W-2 or 1099

All LSPs are required to retain a copy of the documentation used to verify the SSN. The documentation may be stored in the eligibility file or a separate file. However, the agency must strike out all but the last four digits of the SSN, if the copy is retained in the eligibility file. If documentation from another categorically eligible program is used, LSP must retain a copy of the applicant's driver's license or photo identification. Note: Tax forms, other than a W-2, are not an acceptable form for SSN verification.

701.6 Procedures for Fraud, Waste and Abuse

If an agency believes that an applicant has received a benefit in error, due to misrepresentation or false reporting of their household information, it must begin an investigation. Each LSP has the authority to request additional information from a household or verify information provided during the eligibility process.

In the event that the agency confirms that the benefit should not have been administered, the agency will begin its process to request repayment from the household and contact the State office to ensure that the household members are added to the list of ineligible applicants until the time that payments are made.

The LSP can make a recommendation that the household is debarred from being able to participate in the program indefinitely, however this is subject to State approval. All applicants must be informed of their right to appeal.

701.7 Processing Applications for Relatives and Staff

Any applicant, employed by the LSP full-time, part-time or contractually, defines agency staff. Relatives are any person(s) applying with the following relationship to a staff or board member:

- Spouse
- Sibling
- Parent or Grandparent
- Child or Grandchild
- Brother or Sister-in-law
- Aunt or Uncle
- Niece or Nephew

Any relative or staff completing an application for agency benefits should have their file reviewed by the Program Manager or Executive Director upon final determination for approval or denial of a benefit. Relatives of the Executive Director should have their file reviewed and approved by a designated member of the agency's board or a board committee.

All required EAP policies, procedures and deadlines are applicable. LSPs may store applicant files with the Program Manager or Executive Director, as an added measure of privacy for agency staff and/or its relatives.

Each LSP should ensure that its Quality Assurance Review includes the following steps:

- Check that all required documentation is in file (see Appendix W)
- Files include a signature or initial of the manager or board member designated to approve the application

702 MONITORING AND COMPLIANCE

As a part of Indiana's program integrity plan, each LSP's EAP program will undergo an annual monitoring review. The review will be conducted by subcontracted monitoring, consulting firm.

702.1 Monitoring Process

IHCDA will pull at least three (3) percent of the agency's client eligibility files and submit the files to the contracted file monitors for the review.

Notification of the visit will be sent at least 30 days prior to the visit. The LSP will receive the monitoring list of files according to the following schedule:

- For agencies whose file total is greater than 500, they will be notified no more than 14 days prior to the view.
- For agency's whose file total is less than 500, they will be notified no more than five (5) days prior to the review.

The monitors will conduct the review at the agency's primary (or main) location. Each review will include an entrance review, a client eligibility review, a financial review, a programmatic interview, and an exit interview. The client eligibility review analyzes the components of the application for completeness and accuracy as defined in Section 701. The financial review ensures that EAP applications are remitted via transmittals to utility vendors within 60 days from their approval date and that transmittals are submitted to IHCD within five (5) days of receipt from the utility vendors. The programmatic interview allows the EAP program staff to explain their QA review process, energy education program, outreach activities for at-risk clients, and intake procedure for taking internal applications.

LSPs that scan and save files electronically may request an extended timeline for organizing files for the annual monitoring visit. LSPs are strongly encouraged to notify the State Office at the start of the program year, if they scan and save files electronically.

703 REPORTING

Each LSP should receive a copy of the monitoring report within thirty (30) days from completion of the exit interview. If the agency was given a grace period up to ten (10) days to submit additional information, then the monitoring report will be issued thirty (30) days from the last day of the grace period.

The monitoring report will include the number of files reviewed, the number of findings and concerns, the amount of benefits to be paid to clients and IHCD, and suggestions for future program enhancement. Agencies will have 30 days from receipt of the monitoring report to respond.

The agency will send the monitoring response to IHCD. IHCD will respond within 15 days. The response is sent to IHCD to mitigate any disputes between the agencies and the monitors on findings and concerns. If the agency chooses to respond to IHCD, the response must be sent to IHCD within 15 days. If IHCD agrees with the response, the monitoring period is then closed, and the response is sent within 15 days. If IHCD disagrees with the response, the cycle begins again.

If the agency does not agree with the second response from IHCD, the agency can appeal to the CSBG and EAP Program Manager for a final decision on open issues.

704 QUALITY IMPROVEMENT PLAN

As a part of the monitoring report, each agency's error rate is assessed to identify if there is a need for additional training and technical assistance. The error rate is the total of findings and concerns divided by the total number of files reviewed. If an agency's error rate is 20 percent or higher, then the agency is eligible for a quality improvement plan (QIP). A QIP is training and technical assistance plan that requires the agency to undergo three (3) additional monitoring sessions over 90 days, or one visit every 30 days. The agency's qualification for the QIP is identified in the

monitoring report. IHCD will confirm the need for a QIP based on the agency's responses to the monitoring report.

The agency is notified in writing no more than seven (7) days prior to the monitoring visit. The monitoring notice will request that the agency have at least 50 client eligibility files per Service County available for review. The files may not undergo the agency's internal QA review in preparation for the visit, unless the files were pulled as a part of the daily QA process. The monitor will pull at least, but not limited, 30 client eligibility files at random. Only a client eligibility review is conducted during the visit. A report is issued within 15 days from the exit interview. The report will address any findings or concerns identified during the visit and offer programmatic recommendations to enhance the client eligibility review process.

After the third visit at the end of the 90 days, IHCD will assess the agency's client eligibility review process. If corrective actions have been made to remedy the findings and concerns, the agency will be cleared from the QIP, and the monitoring period will be closed. If IHCD finds that the agency is unable to successfully administer the client eligibility review process, then a funding determination will be assessed.

705 MODIFIED QUALITY IMPROVEMENT PLAN

As a part of the monitoring report, each agency's error rate is assessed to identify if there is a need for additional training and technical assistance. The error rate is the total of findings and concerns divided by the total number of files reviewed. If an agency's error rate is between 15-19 percent, then the agency is eligible for a modified quality improvement plan (QIP). A Modified QIP is training and technical assistance plan that requires the agency to undergo three (3) additional monitoring sessions over 90 days, or one visit every 30 days. The agency's qualification for the modified QIP is identified in the monitoring report. IHCD will confirm the need for a modified QIP based on the agency's responses to the monitoring report.

The agency is notified in writing no more than seven (7) days prior to the monitoring visit. The monitoring notice will request that the agency have at least 20 client eligibility files per Service County available for review. The files may not undergo the agency's internal QA review in preparation for the visit, unless the files were pulled as a part of the daily QA process. The monitor will pull at least, but not limited, 20 client eligibility files at random. Only a client eligibility review is conducted during the visit. A report is issued within 15 days from the exit interview. The report will address any findings or concerns identified during the visit and offer programmatic recommendations to enhance the client eligibility review process.

After the third visit at the end of the 90 days, IHCD will assess the agency's client eligibility review process. If corrective actions have been made to remedy the findings and concerns, the agency will be cleared from the QIP, and the monitoring period will be closed. If IHCD finds that the agency is unable to successfully administer the client eligibility review process, then a funding determination will be assessed.

706 FAILURE TO MEET COMPLIANCE EXPECTATIONS

If an agency is unable to successfully complete the improvement plan, then the agency may be required to undergo additional monitoring during the next program year. Agencies who fail to complete quality improvement plans within two consecutive program years may receive a reduction in funding or reduction in service territory.

SECTION 800 MAIL-IN PROTOCOL

According to Assurance 3, states are required to conduct outreach activities that will assure that eligible households, especially households with elderly individuals or disabled individuals, or both, are made aware of available assistance. All agencies serve these households through a mail-in process, which allows the eligibility determination to be accomplished without a face-to-face interview.

Some agencies have included families with children 5 and under the other “at-risk” group in EAP. We encourage agencies to continue to expand their mail-in groups, particularly experimenting with the working poor to whom coming to the office may mean taking time from a job and losing pay.

801 APPLICATION DATES

All clients from the previous year’s EAP roles, who fit the agency’s chosen population, may be sent a mail-in application packet. IHCD has again promoted the mail-in application time frame, prior to the official start of the program in the fall. Agencies can mail applications for FY 2015 beginning September 1, 2014. This is done to alleviate the congestion at the start of the fall appointment period. Completed applications for the FY 2015 program may be entered into RIAA beginning September 8, 2014. But no transmittals should be sent to the utility vendors until November 1, 2014 or after. Nor should the Applicant Notification form be sent to households prior to November 3, 2014. Again, November 3, 2014 is the effective start date of the FY 2015 program.

Please note the application date, is the date the agency receives a completed application. Applications should not be processed without all required information to determine eligibility. (See Section 100)

802 APPLICATION PACKET

802.1 Application Packet Contents

Each agency develops its own mail-in packet. However, the packet should contain the following:

- The Energy Program Application form (some agencies use a pre-application form); with instructions on how to complete the application;
- All other state and local required forms and any special instructions which the client may need in order to complete the mail-in process successfully. If possible, the agency should also provide the client with a phone number other than the main EAP line so clients with questions can get through;
- Forms for obtaining income verification or a process for obtaining third-party verification from the Social Security Office, DFR Office, or employer;
- A pamphlet describing other available services such as Weatherization;
- An addressed return envelope; and
- A Right to Appeal form.

802.2 Returned Packets

When the household sends or takes back the application packet it should be date stamped, or the return envelope kept in the file. These packets should be processed on a first-return, first-serve basis. Completed mail-in applications, received before November 1, may be assigned the date received instead of the program start date. The ten day period to notify clients of their eligibility will begin on November 1, 2014.

For mail applications, notification of approval or denial must be completed within **60 days** of application completion. Copies of the notification letters, either approval or denial, must be included in the client's file.

802.3 Incomplete Packets

Incomplete packets should be followed-up immediately with a letter informing the client that:

- they have a certain number of days (at least ten business days) to return the proper information and/or verification;
- if the proper information or verification is not received in that designated time period then the client must come to the office for an appointment; failure to do so will result in a denied application.
- applicants must submit a new application, with updated income information if their application is incomplete for more than 60 days

- homebound clients, who were unable to complete the mail-in application, should be followed-up with a home visit if necessary; and
- clients should receive notification of their eligibility within sixty (60) days of the agency approving the completed packet, but no sooner than November 1, 2014.

803 OUTREACH AND CONTINUED ACCESS TO ON-SITE APPLICATION

Also, in order to reach those clients who did not apply during the previous EAP year, information should be made available throughout the community explaining the mail-in procedure, the mail-in target population, and a telephone number for acquiring a mail-in packet. IHCD has designed a brochure for EAP and the Home Energy Conservation (Weatherization) Program. These brochures are available to agencies upon request. Mail-in applications remain a strongly recommended intake procedure.

Federal regulations mandate that walk-in sites be available for those clients who need crisis assistance, intake services, or help with completing their application. These sites must, of course, be available once the regular program begins.

SECTION 900 SUMMER COOLING ASSISTANCE PROGRAM

The statewide Summer Cooling Assistance Program for FY 2015 will begin **June 9, 2015** and end **August 15, 2015**.

Unless otherwise specified below, the rules established for the EAP winter heating assistance program apply to the Summer Cooling program (if funds are available). If funds are not available, IHCD will seek alternative Summer assistance options.

901 ELIGIBILITY REQUIREMENTS

901.1 Application and Eligibility Determination

Households that received FY 2015 winter heating benefits and did not have their electric utility included in rent are considered eligible for Summer Cooling Assistance based on the previously approved application. A further eligibility determination is not necessary.

The program is not restricted to households that received the prior winter's heating benefits. A household that did not receive heating benefits the prior winter must be determined eligible under the guidelines as a **new** applicant. **New** households may apply; however, LSPs may begin taking new applications on or after **July 1, 2015**.

EAP applicants that change service areas before the start of the Summer Cooling program will have their benefits processed at the agency where their winter benefits were approved. If the utility vendors confirm that the client has moved and does not have an active account, that client will be treated as a walk-in at the agency located near its new residence.

Households that were deemed ineligible prior to May 16, 2015 may reapply as walk-in applicants on or after July 1, 2015.

901.2 Categorical Requirements and Cooling Benefits

All financially eligible households qualify for:

- a payment to their electric utility up to \$150,
- a room air conditioner, if certain medical conditions are met

The electric benefit is awarded to households that are responsible for an electric utility bill and will be paid directly to the electric utility vendor. A household whose electric utility was included in rent will be ineligible for a summer cool benefit. The amount of the electric benefit will be determined prior to the start of the Summer Cooling program and will be based on funding availability at that time. There will not be a direct payment made to households with electric included in their rent.

A room air conditioner may be awarded only to income eligible households that pay an electric bill and meet the medical conditions.

Eligible households may receive the above electric dollar benefit payment annually.

Summer Cooling Assistance benefits will be tracked using the Summer Cool line item on the budget (located in Appendix G). Each agency will be allocated a certain amount of administrative funds to supplement the operating costs for running the summer cool transmittals.

901.3 Eligibility for an Air Conditioner

Under certain limited circumstances, a household may be eligible to receive an air conditioning unit, *plus the monetary benefits above*. Except as noted, all three criteria must be met to receive an air conditioner.

4. The household must be financially eligible for the program as described above; and,
5. The household must have a verified medical requirement for an air conditioner. That is, a statement from a doctor or nurse practitioner that indicates a medical condition of a household member justifies the need for an air conditioner and that the lack of a room air conditioner in the household may seriously jeopardize the health of that person. IHCD has updated an Air Conditioner Certification Affidavit for use in FY 2015 and is located in Appendix T. It must be completed and signed in order to qualify for this benefit; and,

6. Using EAP program definitions, the household must be classified as at-risk: elderly, disabled, or have a child under the age of 6. (See Section 302.4)

Exception to #3: *If a household applies which does not meet the third criterion but the agency feels that it is a life-threatening situation, the LSP Program Manager may approve, by a written waiver, overriding the third criterion.*

A household will qualify for the air conditioner benefit no more than once every five (5) years, except in extreme circumstances such as a flood, tornado, or fire that caused the household to relocate. Households that received an air conditioner in FY 2009 or prior are eligible for an air conditioner in FY 2015. Clients who received air conditioners between PY2010 and PY2014 are ineligible for air conditioners at this time.

All clients must have a signed Air Conditioner Affidavit (located in Appendix T). Written doctor's statements are not acceptable forms of documentation.

Households with an operating central air conditioning unit are ineligible for a window unit.

902 LIMITS TO THE VALUE OF PURCHASES

The air conditioner purchase must be at least 5,000 (minimum) BTU capacity unit, but not to exceed a cost of \$275. However, agencies should purchase the units at a lower cost when available. Further, the household must sign a statement that they will not sell or transfer their air conditioner for a period of five years.

It is required that agencies purchase Energy Star rated air conditioners. Exceptions must be approved in writing by the Community Programs Manager.

903 INVENTORY

It is important to purchase enough of a supply of air conditioners to accommodate the anticipated demand, as well as obtaining a volume based price. However, inventory should be limited to avoid storage costs. We suggest that agencies plan to have no more than 10% of their volume on hand to carry over as inventory for next year. Any warranty issues with the air conditioner unit must be handled between the client and the agency.

Agencies may also issue a merchandise credit from the vendor and allow the client to pick up the unit on their own. Any warranty issues with the air conditioner should be handled between the client and the vendor. Agencies can run the vouchers using the RIAA system by accessing the reports function and selecting Cooling Assistance Vouchers.

The purchase of air conditioners will be tracked using the Summer Cool A/C Funds line item on the budget form (located in Appendix G). Agencies will submit a claim (not a transmittal) to IHCD for the air conditioner units purchased. The claim must be submitted on IHCD Online, and a copy of the

purchase invoice must be provided as proof of purchase. This claim will be submitted through the agency's fiscal department, not the RIAA system.

To track air conditioners in RIAA, the agency will create a transmittal. The transmittal will list the payor as "Self" with zero dollars.

SECTION 1000 LEVERAGING INCENTIVE PROGRAM

In 1992, federal legislation established the Leveraging Incentive Program to reward States under the Low-Income Home Energy Assistance Program (LIHEAP) that have acquired non-federal home energy resources for low-income households. Leveraging Incentive Program funds will be awarded to those LSPs that play an active role in developing or acquiring dollars that represent a net addition to the total energy resources available to the low-income in their areas.

1001 LEVERAGING INCENTIVE AWARDS

Under this program, Leveraging Incentive awards in one fiscal or program year (the award period) are based on countable leveraged resources that were provided to low-income households during the previous fiscal year (the base period). For example, the 2011 data is used to award the funds to the states in summer 2013. Those funds are then awarded to LSPs in their FY 2014 contracts.

States, territories, and tribes desiring Leveraging Incentive funds must submit an application each year - the federal "LIHEAP Leveraging Report" - that delineates the amount and types of leveraging activities they carried-out during the base period. HHS will then determine whether the reported activities meet the requirements of the statute and regulations, and therefore, are countable under the program for the purpose of determining allocation of the incentive award funds.

Once the State of Indiana receives a Leveraging award, it is allocated to the LSPs based on Leveraging activities that took place in their service area.

1002 COUNTABLE LEVERAGED RESOURCES

Leveraged resources means the benefits made available to Indiana's Energy Assistance Program, or to households qualifying for the program, insofar as the benefit represents a net addition to the total energy resources for the low-income client, expanding the effect of their federal LIHEAP funding.

Note that the households who "qualify" in this instance include any that have an income up to the federally established limit of 150% of poverty, whether they were an EAP recipient or not.

1002.1 Leveraged Utility Bill Assistance

Any non-federal form of utility assistance to the low-income household may be reported by the agency as a leveraged resource. This would include assistance paid to or on behalf of a household by township trustees, local community organizations, churches, a landlord, or other individuals.

1002.2 Utility Company Programs

Any utility vendor programs which benefit the qualifying population can be evaluated and counted as leveraged funds. This may include utility company fee waivers, discounts, deposit waivers, arrearage forgiveness, and/or the value of any other household benefit provided.

Also included is home weatherization or similar activities funded by utility companies. To the extent that labor and/or materials are provided by the utility company, the values can be counted as leveraged funds.

1002.3 Fuel Fund Programs

Various activities are used to establish local fuel assistance funds to benefit the low-income. Efforts such as NIPSCO's "Gift of Warmth" and Duke Energy's "Helping Hand", programs that reduce a low-income consumer's bill can be counted as leveraging activities. IHCD is able to gather information from the major investor owned utilities doing business in Indiana. Agencies should look for other local fuel funds established by rural co-ops, municipal utilities, and bulk fuel vendors in their service territory.

1002.4 Donated/ Discounted Energy Related Items

Any energy related items donated to an agency on behalf of qualifying households, or donated directly to the household, may be counted for leveraging. Such items have included weatherization materials and energy efficient lighting. Other donated items may include space heaters, smoke alarms, windows, and doors.

Also, agencies may be able to obtain discounts on fans and air conditioners for the Summer Cooling Program. Even donated items such as blankets in the winter or Channel 6 fans in the summer may be counted. Another countable resource is the landlord's contribution to the weatherization of rental property.

To the extent that they are either donated or discounted, the value of these donated goods and services may be countable.

1002.5 Fuel Discounts

Anytime a lower price for utility costs for a low-income household can be negotiated, the difference between the current price and the lower discount price can be counted as leveraged. In 1997, the

Energy Assistance Program's Summer Fill Program began. Because it is a slow business time for most bulk fuel vendors, summer is a prime opportunity for the local agencies to negotiate for the delivery of bulk fuels at a lower price. In this instance, the difference between the "regular" summer price and the negotiated price can be counted under leveraging.

1003 ALLOWABLE USES OF LEVERAGED FUNDS

When the Leveraging Incentive Program awards are made to the states all of the funds are then distributed by IHCD to the LSPs based on the portion leveraged in each service area. The funds received by the local LSP must be used to maintain or increase benefits to low-income households as a part of the Energy Assistance Program.

Leveraging funds should be used, in the same manner as crisis funding, to prevent disconnection or to assist with the reconnection of service. As with crisis, the amount of leveraging funds awarded should be up to \$200 for regulated utilities and up to \$400 for unregulated utilities.

If it is impossible to prevent the disconnection or to assist with reconnecting services, because the amount needed is too high, agencies may opt not to apply the benefit to the client's account as it is not solving the crisis.

Leveraged funds may *not* be used for administration or planning.

1003.1 Utility Assistance

Leveraged funds may be used to augment the regular energy assistance benefits: heating, crisis, cooling, or summer fill benefits. This may mean the expansion of the number of households served. But it may also include the awarding of funds to a household, over and above the amount of the regular and crisis benefits, whenever the local LSP feels it is warranted.

When awarding crisis assistance, agencies should use the same guidelines as awarding LIHEAP crisis assistance- up to \$200 for regulated utilities and up to \$400 for unregulated utilities.

Funds may also be used to pay costs that are not eligible for payment under the regular EAP program (See Section 204). *This could include deposit and reconnect fees.*

- ✓ Leveraging incentive grants must be obligated no later than September 30, 2015, or the funds will revert to the federal government.
- ✓ For the 2015 Energy Assistance Program, the State of Indiana has not received a federal leveraging award

- ✓ For a possible 2015 leveraging award from HHS, agencies should submit their local leveraging information to IHCD no later than October 30, 2015. This information should cover activities from October 1, 2013 to September 30, 2014 in their service territory. The states have the option to choose which year presents the best leveraged case.

SECTION 1100 APPEALS PROCEDURE

1101 APPLICABILITY

The Energy Assistance Program appeals procedure is required and must be communicated to households:

- A. whose assistance has been denied; or,
- B. whose application has not been processed in a timely manner and who has not received written notification of approval or denial within ten (10) days of the completed application; or,
- C. whose benefit has not been received within sixty days (60) of utility pay.

1102 APPEALS PROCEDURE

The Appeals Procedure begins at the local level with an informal process designed to settle most problems through a review of the facts and resolution of the issues. This process can include assistance from the Indiana Housing and Community Development Authority. If the informal process does not resolve the matter there is a subsequent process whereby the complainant may ultimately have a formal hearing of the matter.

1102.1 Informal Review Process

1. The LSP must provide **written notification** of approval or denial to all households for Energy Assistance within ten (10) working days of the household's completed and processed application. The notification must include the household's right to appeal that determination.
2. If the applicant is not satisfied with any determination by the Program Director of the LSP, he/she may submit a written or oral request to the LSP for a review of the determination. The Executive Director or their designee shall make the determination of the applicants' eligibility on review within ten (10) working days of the applicants' request.
3. If the applicant is still not satisfied with the determination after review by the Executive Director, he/she may request review by the State. This request may be made by submitting the APPLICANT NOTIFICATION FORM to IHCD. If an applicant needs assistance with this procedure, they may call the IHCD at 1-800-872-0371.
4. Upon a request for State review, the LSP will forward the household's application, the written notification of the household's denial, and other pertinent documentation to the IHCD's EAP and CSBG Program Manager.
5. The EAP and CSBG Program Manager and/or their designee from IHCD will review the materials submitted and issue a written finding to the applicant and the LSP, based on the documentation submitted.

1102.2 Formal Appeal and Hearing

1. If the applicant disagrees with the determination of the State EAP and CSBG Program Manager, the applicant has the right to appeal to the Executive Director of the Indiana Housing and Community Development Authority for an evidentiary hearing. The applicant must request this appeal within thirty (30) days of being notified of the State's decision. IHCD A will alert the LSP of the pending formal appeal. Requests for a formal appeal should be sent to the attention of:

**Donna Billiard-Wright
Chief Community Programs Officer
Indiana Housing and Community Development Authority
30 South Meridian Street, Suite 1000
Indianapolis, Indiana 46204**

2. The Chief Community Programs Officer shall reside over all hearings.
3. The hearing will be scheduled promptly and held in a place reasonably convenient to the applicant, at the IHCD A office, or by telephone.
4. The applicant shall be afforded the opportunity to review all documentation submitted to the IHCD A for consideration.

The applicant may:

- a. have a representative accompany him/her to the hearing;
 - b. be allowed to present written and oral evidence in support of his/her claim;
 - c. have witnesses subpoenaed;
 - d. cross-examine witnesses; and
 - e. bring an interpreter, if needed.
5. Testimony will be given under oath.
 6. The hearing will be recorded and the decision based on the record.

At the time of the appeal, the benefit in question will be considered as obligated until such time as the appeal is resolved. If the appeal is successful, the LSP will pay the benefit amount to the appropriate household or vendor. If the appeal is unsuccessful the funds will revert to the program.

SECTION 1200
LSP BUDGETS AND CLAIMS SUBMISSION

As a condition for receiving the LIHEAP block grant, the State of Indiana is required to account for the expenditure of those grant funds. The subcontracting network, the Local Service Providers, participates in this process by providing fiscal and statistical information.

1201 BUDGETS

The Energy Assistance Program budget should be submitted by each LSP to the Indiana Housing and Community Development Authority (IHCDA) at the time of initiation of the annual contract, its renewal, or upon a change of funding notification from IHCDA. The budget is effective October 1st through September 30th, each year. IHCDA will approve all budgets and subsequent modifications.

The Leveraging Incentive Program Budget is also included, but on a separate budget page, if Indiana is awarded these funds.

(See Appendix G for the EAP budget forms and specific instructions.)

As of September 1, 2014, the LIHEAP allocation had not been approved by Congress. The allocation formula for 2015 EAP funds to the Local Service Providers will be based on the same percentages as the last ten years. If the federal appropriation exceeds the current projected amount, IHCDA will distribute these additional funds on an as needed basis. Contract amendments occur when funds are added or taken away from the agency's award. The Executive Director will sign the legal documents and return to IHCDA with an updated budget. When submitting the first budget from the contract, the agency must mark "Original" on the budget form. For each contract amendment, the agency must update the line item "Amendment" in the top right corner.

The Energy Assistance Program budget categories have been modified to include the Summer Cooling Assistance Program. Changes were initiated in FY 2005 upon advisement of the EAP Advisory Committee, feedback from the Indiana Community Action Association and an internal review of the LIHEAP contracting structure.

Two new line items were added for the Summer Cooling Assistance Program and for the purchase and distribution of air conditioners.

The line item descriptions will again look like this:

Eligibility	Actual Cost
Program Support	Actual Cost
Energy Education	\$25.00/Hour of Service
Technology Enhancements	Actual Cost

Regular Assistance	Actual Cost
Crisis Assistance	Actual Cost
Summer Cooling Assistance	Actual Cost
Family Development	\$25.00/Hour of Service
Energy Ed. Materials/Supp.	Actual Cost
Summer Cool A/C Funds	Actual Cost

Budget modifications occur when agencies change the dollar amounts between line items. Budget modifications can be completed any time during the program year, as long as the budget meets the percentage requirements. When submitting the first budget from the contract, the agency must mark “Original” on the budget form. When submitting a budget modification, the agency must update the line item “Modification” in the top right corner.

1201.1 Eligibility (Administrative Costs)

Eligibility costs will cover overall administration of the program. Eligibility costs are defined as the agency costs for intake and eligibility determination and other associated costs.

Agencies may budget and use up to eight and a half percent (8.5%) of its total EAP budget for Eligibility. Any other federal dollars used in the administration of EAP *must be included* against this limit.

Eligibility line items: Eligibility (Administration) (no more than 8.5% of total expenses may be claimed)

- EAP administrative functions, including fiscal, executive, and support operations.
- EAP Program intake functions, including eligibility determination and verification, application processing, and transmittal processing.
- Costs such as rent, utilities, and supplies etc. that are directly associated with staff costs in the Administration category.

When filing a claim for eligibility expenses, your agency should include reports or registers from your accounting software, as well as purchase orders, invoices, and receipts where applicable. The documentation should support expenses that cover intake, operations, materials and supplies, rent, utilities, and other necessary eligible expenses.

1201.2 Program Support Costs

Program Support is a non-administrative line item intended to be used for line staff costs and outreach expenses, which are not strictly associated with intake and eligibility determination. Agencies may budget and use up to three percent (3%) of total EAP dollars in this line item. Other federal dollars may subsidize this non-administrative category without any effect on this limit.

Program Support line items: Program Support (no more than 3% of total budget)

- Costs associated with program outreach including dissemination of program information, information on and referral to other programs, and staffing of outreach sites.
- Referrals to other agencies, assistance in budgeting for utilities, short-term case work, coordination of benefits on behalf of a household.
- Case work in response to a household's energy emergency, including all Crises related activities, such as intervention with utility companies, negotiation with township trustees or other agencies on behalf of a household.
- Costs such as rent, utilities, and supplies directly associated with staff costs in the Program Support category.
- This includes all expenses related to maintenance of seasonal outreach sites.

When filing a claim for program support expenses, your agency should include reports or registers from your accounting software, as well as purchase orders, invoices, and receipts where applicable. The documentation should support expenses that cover outreach, referrals, case management, materials and supplies, rent, utilities, and other necessary eligible expenses related to the maintenance of seasonal outreach sites.

1201.3 Energy Education Costs

Agencies may budget and use up to three percent (3%) of their total EAP budget among the Energy Education and Energy Education/Materials and Supplies line item categories. This is a direct program expenses that supports the Assurance 16 activities.

The Department of Energy and the Indiana Weatherization Assistance Program stress client education as a mandatory measure under the audit priority list. Knowledge about energy use and basic home conservation is part of the intake process and continued throughout the weatherization process.

The Energy Education line item includes the continuation of the Energy Education Project, which began in FY 2003.

Energy Education - An energy education session will be conducted for EAP clients in a classroom, in-home setting, virtually or via mail. Sessions may also be conducted in the office or any other

appropriate setting such as Senior Centers, Head Start parent groups, Public Housing Authorities, utility offices, schools, etc.

The LSP will be responsible for providing client sign in sheets or post-education surveys to confirm that a session took place. This information should be maintained with the client eligibility file.

LSPs may claim one \$25.00 payment per EAP approved eligible household within the *Energy Education Project classroom component*.

Other guidelines include:

- ✓ In order to receive payment, the household must be EAP approved;
- ✓ The client must complete a sign-in sheet to serve as verification of attendance. A copy must be kept in each client's file or in a master file;

Further notes:

- ✓ The energy curriculum was developed by Quantec LLC, in conjunction with the State and may be used by the LSPs for the classroom training. Emphasis should be placed on the discussion points in the Quantec presentation in order to be client interactive.
- ✓ LSPs may also experiment with their own design of an energy conservation class. LSPs that choose to do so may consult with IHCD on curriculum contents and should have written training lessons available for IHCD review.
- ✓ Agencies may purchase necessary materials and supplies.

Energy Education line item: Energy Education \$25.00/Hour of Service plus Materials and Supplies

- Cost reimbursement for successfully teaching a one-period energy conservation class with an EAP household member. There is a one-time reimbursement per household per year.

Energy Education/Materials and Supplies

- In order to properly conduct Energy Education classroom sessions, additional materials and supplies may be necessary. Agencies may also want to enhance their presentation with educational material not otherwise provided.
- Costs associated with materials and supplies needed to conduct the EAP Energy Education Project. Costs may include, but are not limited to, paper, pens, client survey forms, conservation materials

and pamphlets and brochures, air temperature cards, and other items normally associated with a classroom learning experience.

Budgeting reminder:

- ✓ The combined total of (energy education) + (energy education/materials and supplies) cannot exceed three percent (3%) of the total EAP budget.

When submitting a claim for Energy Education and Materials, agencies should submit a copy of the sign-in sheets or the Application Actions Report from RIAA to be reimbursed for participants. For materials or supplies, the agency should provide purchase orders, invoices, or receipts and a report from the agency's accounting software showing that the purchases were booked in the agency's books.

1201.4 Technology Enhancements

Effective October 1, 2014, Indiana will allow agencies to budget up to two (2%) percent of its annual allocation to support the development and enhancement of technology resources. This line item may be used to implement an online data or file management system, upgrade technology or technological equipment, or support the enhancements of current technology infrastructure. To use this line item, the agency must request prior approval from the Community Programs Manager at IHCD.

Note annual maintenance and support of technology is excluded from this line item. Those expenses should be booked under Eligibility or Program Support, wherever is most applicable.

1201.5 Benefit Costs

Funds for benefits are allocated among Regular Heating Assistance, Crisis Heating Assistance, and Summer Cooling Assistance. Benefit costs should be budgeted based on the agency's historical expenditures, weather projections, and fuel cost projections. Other federal dollars may subsidize this non-administrative category.

Although agencies may move funds from one benefit line item to another throughout the year, some funding should be maintained in heating and crisis components beyond March 15th and cool and fill components through mid-summer **if possible**.

Benefit line items:

Heating Assistance: Heating benefit costs budgeted for payment to utility vendors on behalf of eligible clients.

Crisis Assistance: Crisis benefit costs budgeted for payment to utility vendors on behalf of eligible clients. Agencies must budget on this line item. IHCD will send out the

required percentage for this requirement on or before December 1. Funds should be maintained in the Crisis line item through March 15th, if possible, when they can be moved to other line items. If agencies need to make changes to the required percentage, then the Executive Director of the agency should request an amendment to the CSBG and EAP Program Manager.

Summer Cooling Assistance: Cooling costs budgeted for payment to electric vendors for eligible clients. Agencies will not allocate funds to this line item until after the heating season has ended.

Summer Cool Air Conditioners: Costs associated with purchasing air conditioners. Agencies may keep an itemized inventory onsite or distribute store credits. When claiming for air conditioners, the agency must provide a copy of the purchase order, invoice, or receipts.

1201.6 Family Development

Assurance 16 refers to the section of the LIHEAP statute in which the state assured the federal government that the program will:

“...provide services that encourage and enable households to reduce their home energy needs and thereby the need for energy assistance, including needs assessment, counseling, and assistance with energy vendors...”

Agencies may budget and use up to two percent (2%) of their total EAP budget in the Family Development category. Other federal dollars may subsidize this non-administrative category without any effect on this limit.

In order to continue to support the Family Development Program, after the client has completed the energy classroom session, they are eligible for further case management services, using the Family Development matrix, **with an emphasis on energy conservation**. Clients currently in Family Development must attend the energy education session for the agency to be able to continue to claim against this line item for case management activities. The agency will be reimbursed \$25.00 per hour of service, per household, for continuing the holistic approach under Assurance 16 by a Family Development Specialist. Document in the case file any Family Development activities and related costs. Agencies must be capable of reporting the number of participant families to the State.

Family Development line item:

Family Development \$25.00 / Hour of Service

- Costs associated with short-term, intermediate, or long-term case management intervention with an EAP household. Including needs assessment and energy counseling within the Family Development Plan using the matrix score sheet.
- Cost associated with travel to provide services to client(s).
- Cost associated with staff training.

When submitting a claim for Family Development expenses, the agency must provide one of the forms of verification as supporting documentation.

- Copies of payroll records/ledger that identify the number of hours spent on Family Development
- Timesheets from the Family Development Specialist
- Paystub showing hours paid for family development
- Transfer documentation or journal entry if the expenses are reimbursed from another program that pays the employee's salary

1202 ONLINE CLAIMS SUBMISSION

All service providers must submit claims for their administrative expenses at least monthly. All claims and supporting documentation are submitted online at [IHCDAonline.com](https://ihcdaonline.com).

1202.1 SUBMITTING A CLAIM ONLINE

The agency's designated user will go online to <https://ihcdaonline.com> and enter a username and password. If the person is a new user, the user will need to register and await confirmation and approval from IHCD A before proceeding.

Once the username and password are verified, the user will click on Claims Management. A summary of all claims submitted to IHCD A will appear. The user will click on Create Claim.

Upon clicking on Create Claim, a dropdown box will appear. The user will select the award. The award is the contract number for the grant to which the agency is claiming.

The user will enter the amount of the claim by line item. The user will see the agency's current budget, total amount paid to date, and balance remaining. Please note that agencies should not enter an amount if the line item does not have remaining funds.

Once the claim amount is entered, the user will submit Claim. The agency will receive a Claim Receipt, which should be exported and printed.

The user will click on Supporting Documentation. Here the user will upload supporting documentation for the amount to be claimed.

Once these steps are completed, the claim will be remitted to IHCD A for approval. The claim will be reviewed for accuracy. If there are any issues, IHCD A's CSBG and EAP Claims Specialist will notify the agency of issues or discrepancies. The claim will be approved for payment once the discrepancies are corrected.

1203 PROCESS FOR REQUESTING ADDITIONAL FUNDS

Agencies may request additional funds from the state if they have obligated at least 85 percent of their current available benefit dollars (regular and crisis assistance). A request for additional funds must be sent to the Community Programs Manager. The request should be sent by the Executive Director. It is preferred that the request be submitted on agency letter head and must include:

- Estimated number of clients to be served and average benefit per client (this should include a summary of appointments currently scheduled and estimated number of mail applications to complete)
- Estimated amount of funds to be used toward program administration
- Total amount of funds needed
- Estimated length of time that the funds will cover

The program manager will review the funding request to ensure that the information provided reconciles and evaluates historical trends from the previous year to ensure that the estimated service delivery seems reasonable given trends from the previous years.

If there is not enough available funding to complete the request, the Community Programs Manager will request that the agencies amend the request based on the balance of available funds. The funds are not available to the agency until the amendment is signed and returned to IHCD.

1204 RECAPTURE AND REDISTRIBUTION OF FUNDS

To ensure that LIHEAP dollars are maximized for the duration of the program year, local service providers are required to conduct periodic funding analyses and remit the information to the Community Programs Manager for review. The funding analyses are due February 28, April 25, and June 30 of each program year. The local service provider will submit the following report for each funding source to the Community Programs Specialist:

Line Item	Budgeted Amount	Expended through 5/31/	Carryover Amount	Exceeded allowable %
Eligibility				
Program Support				
Family Development				
Energy Education				
Regular				
Crisis Assistance				

The final report is reviewed by the Community Programs Manager and funding recommendations are submitted to the Chief Community Programs Officer for final approval.

1204.1 Energy Crisis Intervention

If an energy crisis is identified or energy emergency is declared during the funding analysis calendar, the state office may amend the funding analysis schedule to accommodate the energy needs of low income households. Funding analysis reports would be due by January 31 of the program year.

The Community Programs Manager will determine if a recapture is required to mitigate the crisis. Local service providers will be notified of the recapture and redistribution of funds at least five days prior to the funding realignment.

SECTION 1300 SPECIAL PROGRAMS

1301 UNIVERSAL SERVICE PROGRAM (USP)

The USP was renewed in May 2014 to run through September 30, 2015. These funds will be renewable thru the year 2020.

The Universal Service Program (USP) is the result of an agreement among Vectren Energy Delivery of Indiana and Citizens Energy Group in Indianapolis, the Indiana Office of Utility Consumer Counselor, the Citizens Action Coalition of Indiana, the State of Indiana and a group of manufacturing and health providers. On August 18, 2004 the Indiana Utility Regulatory Commission (IURC) approved a two-year pilot program to help low-income natural gas customers by providing reduced bills and promoting energy efficiency and conservation.

Eligible customers who have applied for the Energy Assistance Program (EAP) through their Local Service Providers will automatically be enrolled in the new USP and will receive monthly utility bill reductions during the months of December through May in addition to their EAP assistance benefit. The amount of the monthly bill reduction will vary among EAP clients. For qualifying Vectren customers, monthly bill reductions will likely range between 15 to 32% of the total bill (not including EAP benefits). For qualifying Citizens customers, monthly bill reductions will range from 10% to 15% of the total bill (not including EAP benefits).

To qualify for USP, a client must meet the following criteria:

- Enroll in and be eligible for assistance from EAP;
- Their account must be designated for residential gas heating;
- They must reside at the service address; and
- There must be only one account in the client's name.

Over 50,000 Vectren and Citizens customers are expected to participate in the USP program. After tracking the efficiency of the program, the IURC and parties to the agreement will review to determine whether to make it permanent.

The USP will also provide additional funding to Vectren and Citizens customers in the form of crisis assistance programs, which target qualified low-income and working poor households that need additional help to get reconnected and/or maintain heat throughout the upcoming winter. The programs will provide assistance to households up to 200% of the poverty level who might not otherwise be available for traditional assistance.

Northern Indiana Public Service Company (NIPSCO) will also continue its CARE Discount Program in conjunction with revisions made by the Indiana Utility Regulatory Commission.

1302 FAMILY DEVELOPMENT PROGRAM

1302.1 Program Overview

Family Development was implemented on April 1, 2000. The premise of the Family Development Program is that the provision of intensive case management services will increase the long-term stability of low-income families. The Program is a means by which to strengthen the family by providing guidance and support to address issues that impede self-sufficiency. Like in the 1997 REACH Program, Action Plans were developed to effectively address most needs and/or concerns of the familial unit that might impede stability or independence. A matrix score sheet kept track of the achievements of the family. In 2010, the program was revamped and has been fully implemented by the Indiana Community Action Association (INLSP). All trainings and certifications are offered by INLSP.

Indiana has updated the Family Development Program, including the Action Plan and the Matrix for use in other programs. The goal is to make these evaluation tools less subjective and more users friendly.

The Family Development Plan Matrix, with an emphasis on energy conservation, should be used with EAP clients who continue in case management after attending the energy conservation class.

1302.2 Certification Process

There are currently two types of certifications in Family Development- Family Development Specialist and Family Development Outreach Worker.

The **Family Development Specialist** certification track is designed for individuals who do intensive case management with clients using the family assessment tools and who work with clients to set goals, develop a plan to achieve those goals, and empower clients to reach self-sufficiency.

The Family Development Specialist must complete three and a half (3 ½) days of training. The training includes: a half day of Matrix training, three days of family development training, and pass an exam.

After completion of the certification, certified specialists must be complete four (4) continuing education units (CEUs) each year. The specialist will need to complete eight (8) CEUs at the end of a two year term.

The **Family Development Outreach Worker** certification track is designed for individuals who spend limited time with clients and who do not conduct intensive case work with families. This could include administrative staff, intake workers, and Energy Assistance Program staff. This certification provides them skills to effectively interview clients, identify barriers and possible strategies to help them, and who and/or what resources to refer them to for needs beyond

emergency services.

The Family Development Outreach Worker must complete one (1) day of training. This training includes: a half day of training on the Family Development Matrix and a half day of training that focuses on the worker's knowledge, skills, and abilities about the program.

After completion of the certification, the certified outreach worker must complete three (3) continuing education units (CEUs) each year. The outreach worker will need to complete six (6) CEUs by the end of the two-year term.

1302.3 Funding Family Development

Each agency is allowed up to two (2) percent of its EAP budget to support family development activities. To claim family development dollars, agencies must have their staff complete the certification process.

1302.4 Family Development Train the Trainer Program

There is a certification track to become a certified **Indiana Family Development Specialist Trainer**. These individuals must complete the certification requirements for the two certification tracks above as well as attend a train-the-trainer course and complete an internship. These trainers will also be called on to conduct FDCP trainings throughout the state as necessary.

To become a certified trainer, the applicant must complete nine (9) days of training. The training includes: completing both tracks for outreach worker and specialist (4 days), passing the exam, completing the train-the-trainer program (2 days), and completing the internship (3 days).

After completion of the certification, certified trainers must be complete four (4) continuing education units (CEUs) each year. The trainer will need to complete eight (8) CEUs at the end of a two year term.

1303 Hoosier Healthwise

Hoosier Healthwise is a health insurance program for Indiana children, pregnant women, and low-income families. Health care is provided at little or no cost to Indiana families enrolled in the program. The enrolled member chooses a doctor to get regular checkups and health care for illnesses. Other health needs such as prescriptions, dental care, vision care, family planning services, and mental health services are also available as part of the Hoosier Healthwise program. Call **1-800-889-9949** to get information about the Hoosier Healthwise program.

1304 HoosierRx

Indiana's State Pharmaceutical Assistance Program, Hoosier Rx, can help pay the monthly Part D premium, up to \$70 per month, for members enrolled in a Medicare Part D Plan working with Hoosier Rx.

To be eligible for the HoosierRx program you must:

- Be 65 years or older;
- Reside in Indiana permanently;
- Have a yearly income of \$15,840 or less for a single person; or \$21,240 or less for a married couple living together;
- Have applied for the “Medicare Extra Help” through Social Security to pay for your Medicare Part D plan, and received either a “Notice of Award” or “Notice of Denial” from Social Security;
- Your Social Security “Notice of Denial” must be because your **resources are above the limit established by law.**
- Your Social Security “Notice of Award” must state that you are receiving **partial extra help** subsidy to help pay for your Medicare Part D premium.

If you think a client meets these eligibility requirements, they should call a Hoosier Rx representative at 1-866-267-4679 or visit the Hoosier Rx website at www.IN.gov/HoosierRx.

Companies offering Prescription Drug Plans working with Hoosier Rx: AARP/United Healthcare, CIGNA Healthcare, Coventry Advance Rx, First Health, Humana, MemberHealth, Prescription Pathway, SilverScript, and WellCare.

1305 Lifeline/Link-Up

Lifeline provides a monthly discount on basic local telephone service for eligible consumers. The Lifeline program is available for only one phone line per eligible home.

Link-Up provides eligible consumers with discounts on connection charges for new local telephone service and may enable clients to finance a portion of the connection charges interest-free for one year. The discount is available for only one telephone line per eligible home.

A simple application is available from your local telephone company or online from the Indiana Office of Utility Consumer Counselor. When returning the completed application to your phone company, the client must include documentation that they participate in EAP.

A consumer enrolled in EAP may be eligible if:

- The telephone service is listed in the clients name;
- The client is not a dependent on another person’s tax return;
- The telephone service must be for the primary residence.

For more information, contact the Indiana Office of Utility Counselor. Their web site is www.in.gov/oucc.

1306 Duke CFL Program

The Duke CFL Program is an energy conservation program designed to increase home energy efficiency through the distribution of CFL light bulbs. This program will serve 10,000 clients within the Duke's service territory statewide. These agencies include: Area IV, Area Five, CFS, CAECI, CAGI, CAPE, CASI, COWI, HS, HUEDC, ICAP, JS, LHDC, OVO, PACE, REAL, SCCAP, SIEOC, TRICAP, and WILSP.

1306.1 Eligible Households

To be eligible to participate in the CFL Program, must use Duke as the electric service provider, and must have never received CFL light bulbs from Duke previously.

1306.2 Conservation Kits

Each client will receive a kit that includes 12 CFL light bulbs shipped directly to their home.

1306.3 Application Process

Once clients have been approved for an EAP benefit, the client will be asked if he or she wishes to participate in survey. Clients who wish to participate will be asked their primary cooling source and estimated year that their home was built.

For information on completing the survey, see the appendix for a copy of the training document.

Agencies will send a weekly report that includes the clients' name, address, Duke Account number, number of household residents, primary heating and cooling sources, estimated year the home was built, dwelling type, and housing status.

Once eligibility has been verified, households will receive their kits within four to six weeks of the application date.

1306.4 Program Administration

To become a participating program administration, agencies must have clients that use Duke Energy as a utility vendor. The agency must sign and return a statement of work (SOW) and master service agreement (MSA). Agencies must agree to the terms and conditions listed in the SOW and MSA and agree to transmit a weekly report to Duke Energy.

Each participating agency will receive \$1.00 for each eligible client that receives a light bulb kit. Please send your mailing address and federal tax ID or equivalent to Tasha Davis at Tasha.davis@duke-energy.com. We must have this information to issue compensation.

1306.5 Reporting

Agencies are required to send a weekly report to Duke Energy via the FTP secured website. Reports are due by the close of business each Friday. Once the SOW and MSA have been approved by Duke Energy, agencies will receive a username and password to enter the system. User ID and Password information will be updated on a regular basis and sent to agencies via email every 60-90 days. Agencies will run the CFL report in RIAA and send it to Duke via the FTP secured website at <https://sftp.duke-energy.com/human.aspx>.

For information about submitting the weekly reports, see the appendix for a copy of the training document.

SECTION 1400 REPORTS

1401 REPORTING

1401.1 Weekly Cumulative Call-In Report

Every week, LSPs are required to report current information on the progress of their Energy Assistance Program. The required reports will begin following the first week of the program in October. Again, all reports should be completed using the Roeing Initial Assistance Application (RIAA).

The template for the weekly report remains as follows:

WEEKLY REPORT

Agency Name	Report Ending
LSP Person Reporting	Date/Time of Report
HCS Person reporting	Projected Ending Date

Heating Assistance

Budgeted amount
Funds obligated to-date
Total number of households served

Crisis Assistance

Budgeted amount
Funds obligated to-date
Total number of households served

Summer Cool

Budgeted amount
Funds obligated to date
Total number of HHs served

Number of fans distributed (Channel 6 Fan Club)

Number of air conditioners distributed
Number of households receiving electric benefit

Other Amounts

Energy Education budgeted amount
Energy Education kits purchased
Energy Education kits distributed

Applications

For the week ending:	Year to date:
Approved	Approved
Incomplete	Incomplete
On Appeal	On Appeal
Denied	Denied

All numbers reported should be cumulative. By providing year-to-date data, all adjustments made, i.e., reduction in amount obligated due to a client's ineligibility, will be included in your most recent report.

While we understand that it is difficult to project the ending date of your agency's program, please try to estimate that date beginning in January 2015. This date can be modified, as needed.

The word "obligated" means those funds, which have been committed to approved clients. It should include *every* benefit dollar awarded, not just those benefits which have been paid-to-date. It is very important that the figures reported are inclusive of all applications, even those which are pending the appeals process.

We strongly recommend that more than one person within your agency be able to provide this weekly information. In the event that the person who regularly submits the report is not available (i.e., vacation, sickness, etc.) a substitute is expected to report the figures.

1401.2 Statistics Report

The Statistics Report tracks each agency's budget, clients served, and demographic data by grant and by funding source-heating, crisis, and cooling.

The Funding Summary tracks the approved budget, funds obligated, and remaining funds (potential carryover), by funding source. The heating and crisis budgets should be combined to calculate funding for the winter season. In the summer, cooling should be used.

The report provides the number of households served, members served, and demographic data about those households. The demographic data includes: female/male head of households, at risk

populations, race/ethnicity, income, primary heating source, poverty level, and funds spent and clients served by county.

1401.3 Hold Status Report

The Hold Status Report is designed to track clients who are on hold because they are eligible for EAP benefits, but there is no funding available. These clients are eligible for moratorium protection while the agencies await their federal allocation.

To run this report, go to Reports, and then Clients. An additional menu will appear. Scroll down to Client Type Reports. A new menu will appear. Click on Status, and a query box will appear.

In the bottom left corner of the box, the agency must select a status. Choose “ON HOLD”. The report requires a date range for the information.

1401.4 Duke CFL Report

The Duke CFL Report is run by participating agencies of the Duke CFL Program. Agencies are required to run and submit this report to Duke Energy every Friday by the close of business.

To run the report, go to Reports tab and scroll down to Clients. A menu will appear. Scroll down to CFL Report.

Click on the CFL Report and a box will appear. Choose Duke as the vendor, the type of report that you wish to pull, and the date of the report. Click on OK. This file should be saved to your computer. It must be saved using the following format:
AGENCYNAME_report date.csv.

All files must be encrypted prior to submission. Open the CSV file that was saved on your computer. Click on File and Protect Workbook. Click on Encrypt with a Password. The password is located in the training documents of the Statement of Work.

All reports are submitted via a secured FTP website. **Go to <https://sftp.duke-energy.com/human.aspx>** and enter Username and Password provided via email. Select the appropriate agency. To upload the report, go to Upload Files Now, then Browse to search for the files, and finally Upload (to submit online).

1401.5 Summer Air Conditioners Report

According to the Summer Cool Assistance Program guidelines, Clients who received air conditioners between FY 2009-2014 are ineligible to receive a new air conditioners. To run a report of these ineligible clients, agencies should run a client report.

Go to Reports, then Clients. An additional menu will appear. Scroll down to Client Type Reports. A new menu will appear. Click on Receiving A/C.

The agency must enter a date range for the report. For clients that are ineligible between FY 2008 and FY 2012, enter the start date as 6/1/2009 and end date as 9/30/2014.

Please note that the date range will correspond to the beginning (i.e. 6/1) and end (i.e. 9/30) of the summer cool year that you are pulling date for.

1401.6 Unpaid Transmittals

The Unpaid Transmittals Report tracks transmittals that have been run and/or submitted to fiscal, but have not been paid by IHCD. Agencies should use this report to assist in reconciling the agency's program budget.

To run this report, go to Clients, and then Transmittal Reports. A menu will appear. Click on Unpaid transmittals.

1401.7 Application Actions Report

The Application Actions Report is used to track clients who have participated in Energy Education. To run the Application Actions Report, go to Client, and then Application Actions Report. A box will appear.

In the bottom left corner of the box, you will see two small boxes. First, select an action-Energy Education/kits. Then, select the location. To ensure that you pull all offices, agency should select All.

This report must be submitted with agency's claim for energy education dollars.

For FY2015, below are new application actions that should be tracked where applicable at LSPs.

- Enrolled in Family Development

Current enrollment in Family Development is defined as one who is actively working with a Family Development Case Manager on short or long term goals. The type of funding utilized should also be captured here.

A Short Term client is defined as one who works with a Case Manager for less than 1 year.

A Long Term client is defined as one who works with a Case Manager for more than 1 year. Funding utilized: EAP, CSBG and/or other.

- Discontinued
A Discontinued client can be one who voluntarily withdrew from the Family Development program.
- A discontinued client can be one who terminated due to non-compliance.
- A Discontinued client can also be one who was unable to continue due to lack of agency funding.
- Completion
A client who is considered to have completed the Family Development program is one who:
 - Is now at 125% of the poverty guideline (for CSBG/Other Family Development) and has completed all program goals per plan.
 - Is now at 150% of the poverty guideline (for EAP Family Development) and has completed all program goals per plan.
- Completed Energy Education
As defined by EAP guidelines/manual
- Previously enrolled in Family Development and progressing
This category is defined as a client who is actively working towards goals. Information to be captured would be the duration of the case management involvement as indicated below:
 - more than 2 years
 - more than 3 years
 - more than 4 years
 - more than 5+ years

1401.8 Utility Data Usage Tracking

The Utility Data Usage Tracking report is run by IHCD for all LSPs. On a quarterly basis IHCD will submit a spreadsheet to its top ten (10) utility vendors who will provide 12 months of main fuel and electric bill data; such as , total household energy bill and usage per month.

This information will be used to calculate the average annual energy use by household to ensure EAP benefits are distributed to clients with the lowest income and highest energy burden.

The State Form EAP Application (14381) will include a disclosure for all applicants.

SECTION 1500

Indiana Home Energy Assistance Program

Effective July 1, 2012, the Indiana State Legislature enacted HEA 1141, which created the new Indiana Home Energy Assistance Program, or “State EAP”. The State EAP Program is funded by the multistate mortgage settlement fund. This program will provide home energy assistance to homeowners. Renters are excluded as benefit recipients. A homeowner is a household that has a contract or deed on file with county recorder’s office. The program will use the same eligibility standards as the Low Income Home Energy Assistance Program (LIHEAP).

1501.1 State Funding

No later than September 1, IHCD will report the total amount of funds expended in LIHEAP benefits during the previous state fiscal year (July 1 to June 30) to the Office of the Lieutenant Governor. The Office of the Lieutenant Governor will report this information to the State Budget Agency. The State Budget Agency will determine the gross tax revenue collected during that state fiscal year, based on the amount of LIHEAP benefits expended. The State Budget Agency will remit payment, equal to amount of the gross tax revenue collected, to the Office of the Lieutenant Governor no later than October 1. The funds will be sent to IHCD to administer the program.

Upon receipt of the funds, IHCD will distribute funds based on the percentages used in the LIHEAP allocation of the previous year for state administrative expenses and weatherization. The remaining funds will go toward the agency allocations.

- State Administrative Percentage- 1 Percent
- Weatherization Transfer Percentage – up to 25 percent
- Agency Allocation- remaining funds

1501.2 Agency Allocations

The Agency Allocation will be distributed based on the following factors.

- Each agency will be given five (5) percent toward administrative expenses.
- Each agency will receive funding to provide each homeowner with \$60 toward the primary heating source. This factor will be based on the number of homeowners who received a LIHEAP benefit during the previous program year.

1501.3 Program Year

The Indiana Home Energy Assistance Program will run parallel to the LIHEAP program. The program will begin on October 1 and end on September 30.

1501.4 State EAP Benefits

Homeowners can receive up to three different benefits from the program: regular assistance to the primary heating source, crisis assistance, and weatherization.

Homeowner Benefits: Each homeowner who has applied for and has been approved for LIHEAP benefits is eligible to receive \$60 toward the primary heating bill. Funds will be allocated to each agency based on the number of homeowners served in the previous program year.

Agencies will add the additional \$60 to each homeowner's primary heating source as a separate benefit claim using "IHCD Regular" as the funding source. The funds should be added during the application process. For clients who were processed with mail applications, the agency must run a list of approved at-risk clients and apply the \$60 to homeowners only.

Allowable Weatherization Activities: Agencies will use the same eligibility and service standards set forth by the Low Income Weatherization Assistance Program that is funded with LIHEAP funds.

Leveraging Fund: When available each agency will receive funding toward leveraging types of activities. IHCD will use the most recent Census data to distribute funds. These funds can be used for the following activities: deposits, reconnection fees, and fees associated with changing or adding a household resident to the utility bill. The agencies can provide assistance up to \$150 toward any balance that is not covered by the regular and crisis assistance provided by the LIHEAP funds. For unregulated utilities, agencies may not give a flat \$150 to unregulated utilities without supporting documentation or to prevent a second request for funding. Crisis assistance from this fund must be provided at the time of application only. In addition, State EAP funds administered after March 15 may be as Leveraging Funds to provide crisis assistance up to \$150. Agencies will add additional crisis assistance using "IHCD Crisis" as the funding source.

Between March 16 and August 15, homeowners in crisis may request one additional crisis benefit up to \$150. The homeowner must present documentation that justifies the additional crisis assistance.

1501.5 Contract Closeout

Agencies will receive a contract closeout form on September 1. Agencies must closeout and submit forms within 45 days of the end of the program year.

1501.6 Carryover Funds

Any funds that are not expended by the agency will be returned to the program and redistributed during the next program year. The agency will not carry over the funds in its budget during the next program year.

Appendix D: Grantee Plan Packet (EAP Selection)

Part II: EAP

Agency point of contact:

Phone:

Email:

1. List of EAP service sites: May be provided in an attachment, please address all the bullet points below.
 - Address
 - Phone
 - Hours of operation
 - Active dates
 - Function (i.e.: process mail ins, appointments, crisis, combination)
- 2 Assurance 16 Activities: Program Support and Family Development activities support Assurance 16. (refer to EAP Program Operations Manual Section 1200 for details)

Summary of your agency's Communications Plan (i.e.: notification to the general public, media regarding EAP)

Response to negative media (i.e.: does the agency have a Public Information Officer)

Summary of Community Outreach: Include methods and target populations

Summary of communications with Community Partners: include elected officials, township trustees and utilities.

1.

PY 2013-14	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	MAY	TOTAL
Households Served									
Average number of Mail ins Processed/day (all locations combined)									
Average number of Walk-ins or Appointments Processed/day (all locations combined)									
Number of eligibility Staff hours/day									

Will your numbers still work, or are there changes to be made? If changes are necessary, explain:

Service Delivery for Program Year 2014-15:

PY 2014-15	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	MAY	TOTAL
Households Served									
Average number of Mail ins Processed/day (all locations combined)									
Average number of Walk-ins or Appointments Processed/day (all locations combined)									
Number of eligibility Staff hours/day									

2. Explain how you plan for and process Crisis clients. (please refer to EAP Program Operations Manual Section 202)

3. O

Client Eligibility:

Social Security Number Validation:

Income Calculations:

Program-Policy Updates:

4. Outline your Program Integrity Plan regarding:

QA Process;

SSN Validation:

Process for handling improper payment:

Response to Duplicate Clients:

Policy for Serving Employees/families:

Policy for handling Fraudulent EAP applications:

Appendix E: QUALIFICATIONS COVER SHEET **AND CERTIFICATION OF RESPONDENT**

1. QUALIFICATIONS COVER SHEET

<<TYPE SERVICE>>

Name of Individual, Firm or Business:

Address:

Phone Number:

Fax Number:

Web Site Address:

QUALIFICATION

Contact Person:

Title:

Email Address:

Phone:

Contract Signatory

Authority:

Title:

2. QUALIFICATIONS COVER SHEET

I hereby certify that the information contained in these qualifications and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by my organization. I acknowledge that I have read and understood the requirements and provisions of the RFP and agree to comply with the requirements contained herein.

I _____ am the _____ of the (type name of signatory authority) corporation, partnership, association, or other entity named as company and Respondent herein, and I am legally authorized to sign this proposal and submit it to the Indiana Housing and Community Development Authority on behalf of said organization.

18 U.S.C. § 1001, "Fraud and False Statements," provides among other things, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, anyone who knowingly and willfully: (1) falsifies, conceals, or covers up by any trick, scheme, or device a material fact; (2) makes any materially false, fictitious, or fraudulent statement or representation; or (3) makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry; shall be fined under this title, and/or imprisoned for not longer than five (5) years.

Signed: _____

Name: _____

Title: _____

Date: _____

Firm name: _____